



Regular City Commission Meeting Agenda

150 NE 2nd Avenue | Deerfield Beach, FL, 33441 | 954-480-4200

Mayor Bill Ganz

Vice Mayor Bernie Parness

District 1 Commissioner Michael Hudak

District 2 Commissioner Ben Preston

District 4 Commissioner Todd Drosky

**Tuesday
April 25, 2023
7:00 PM**

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Redevelopment Agency Meeting Minutes

Attachment: February 21, 2023

Code Compliance Meeting Minutes

Attachment: February 22, 2023

Community Appearance Board Meeting Minutes

Attachment: February 22, 2023

APPROVAL OF THE AGENDA

April 25, 2023

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/81070533106?pwd=UFRwNWIMQWZSNWUzUWtydzR0eUNkZz09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 810 7053 3106#

Participant ID: #

Passcode: 561571#

For complete instructions on joining and/or participating during Public Comment, please click the following link or attend in person in the City Commission Chambers:

Attachment: Zoom Instructions

AWARDS & RECOGNITION

- 1. Proclamation presented to Children's Services Council of Broward County in recognition of National Child Abuse Prevention Month.**

Sponsor: Commissioner Todd Drosky & Commissioner Michael Hudak

- 2. Proclamation in recognition of National Volunteer Week.**

Sponsor: Department of Community Services

- 3. Certificate of Appreciation presented to Captain Ana Murillo-Quigley.**

Sponsor: BSO - Law Enforcement

- 4. Presentation by Dr. Ned Murray of the Jorge M. Perez Florida International University Metropolitan Center, regarding Broward County Affordable Housing.**

Sponsor: Department of Economic Development

- 5. Presentation regarding redevelopment in the Central City Area.**

Sponsor: Department of Economic Development

PUBLIC HEARINGS - SECOND READING

6. **P.H. 2023-061: ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 2.968 GROSS ACRES LOCATED AT 641 NE 40TH STREET FROM INSTITUTIONAL AND EDUCATIONAL DISTRICT (I-1c) AND ONE-FAMILY DETACHED DWELLING DISTRICT (RS-4c) TO COMMUNITY FACILITIES DISTRICT (CF) (APPLICATION 20-CF-41); PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Planning & Development Services

Attachment: Rezoning Application

7. **P.H. 2023-062: APPLICATION 20-CF-41 (Quasi-Judicial Public Hearing)**

Applicant: Bethesda Christian Center, Inc.

Proposal: Major site plan approval for a proposed two-story expansion and associated site improvements, on an approximately 3.0-acre site.

Location: The property is generally described as BETHESDA CHRISTIAN CENTER 183-470 B PARCEL A, more particularly described in the file, and located at **641 NE 40th Street**.

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Planning & Development Services

Attachment: Site Plan Application

8. **P.H. 2023-063: ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, VACATING AND ABANDONING TWO (2) TWENTY-FOOT WIDE UTILITY EASEMENTS AND ONE FIFTEEN FOOT ROAD AND MAINTENANCE EASEMENT LOCATED IN THE VICINITY OF 414, 430, 454 & 480 N.E. 1ST AVENUE, 240 N.E. 5TH STREET, 412, 424, 430, 446, 450 & 458 N. RIVER DRIVE AND 409 N. RIVER AVENUE (VISTA CLARA); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Planning & Development Services

Attachment: Utility Easements

- 9. P.H. 2023-064: ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY OF DEERFIELD BEACH LAND USE PLAN MAP DESIGNATION ON THREE PARCELS TOTALING APPROXIMATELY 16.5 ACRES LOCATED AT 600 & 700 W. HILLSBORO BLVD. FROM COMMERCIAL TO MEDIUM-HIGH (25) MIXED USE-RESIDENTIAL (21.82 DWELLING UNITS/ACRE) (LUPA #65A); PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN ACCORDINGLY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. (First Reading - July 20, 2021)**

Suggested Action: Commission to vote on Ordinance

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Planning & Development Services

Attachment: Land Use Plan Amendment

PUBLIC COMMENT

Persons addressing the Commission shall state his/her name and address and may speak for three (3) minutes unless extended for one (1) additional minute by the Mayor. All remarks made by the public at a Commission meeting on an agenda item shall be addressed to the Commission as a body and limited to the subject matter before the Commission at that particular time. No comments shall be made related to the personal life or personal qualities of any person and no language which would offend persons of ordinary sensibilities shall be permitted. The public shall be given an opportunity to speak on any substantive agenda item, subject to the aforementioned restrictions, prior to a vote on the matter by the City Commission. The Commission shall determine the appropriate time, prior to the vote, for the public to speak. For consent agenda items, the public shall be given an opportunity to speak prior to the approval of the consent agenda. The Commission may, by majority vote, determine that public input on an agenda item be tabled to a future meeting so long as the vote on the agenda item take place at the future meeting and that the public input take place prior to the Commission making any decision.

CONSENT - BOARD APPOINTMENTS

- 10. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Bridgette Beckford and Brian Bennett as regular members and Joe Chancy and Kanthiah Easwara Chandran as alternate members to the Planning & Zoning Board; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Commissioner Michael Hudak & Commissioner Ben Preston

Attachment: P&Z Board Reappointments

- 11. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Terrance Glunt as a regular member and Mark Damiano as an alternate member to the Community Appearance Board; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Commissioner Michael Hudak

Attachment: CAB Reappointments

- 12. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Deborah Sullivan and Thelema Lamar as regular members of the Cultural Committee; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Commissioner Michael Hudak & Commissioner Ben Preston

Attachment: Cultural Committee Reappointments

- 13. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Sophia Gayle to the Historic Preservation Board; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Commissioner Ben Preston

Attachment: Historic Preservation Board Reappointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 14. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of an Energy Efficiency and Conservation Block Grant Program Application to the United States Department of Energy for the development of a greenhouse gas emissions strategy associated with the transportation sector; authorizing execution of a grant agreement, if awarded; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Sustainable Management

Attachment: Energy Efficiency and Conservation Block Grant Program

- 15. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Amended Subrecipient Agreement with the City of Pompano Beach for the 2019 Edward Byrne Memorial Justice Assistance Grant Award to extend the Agreement term end date to September 30, 2023; authorizing execution of the Amended Agreement; providing for conflicts and an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Community Services

Attachment: 2019 Edward Byrne Memorial Justice Grant Award

- 16. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting the United States Department of Housing and Urban Development's (HUD) Community Project Funding Grant Award in the amount of \$750,000; approving a twenty percent match of funds in the amount of \$150,000; approving and authorizing execution of the Grant Agreement with HUD for the FEC Railroad Track Fencing Project; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Community Services

Attachment: FEC Railroad Track Fencing Project

- 17. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract #JPO23-06-2023 with the Areawide Council on Aging of Broward County, Inc. for Braithwaite Center for Active Aging Services in the amount of \$25,168.21; authorizing execution of the Contract; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Community Services

Attachment: Areawide Council on Aging of Broward County, Inc.

- 18. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by Lighthouse Capital Partners, Inc. d/b/a Dixie Divers for the Annual Dixie Divers Pier Cleanup Special Event taking place at 200 NE 21st Avenue on June 17, 2023 from 5:00 a.m. to 3:00 p.m.; approving a waiver of fees for parking; and providing for an effective date. (Funds from Account #001-7015-579-10-02 - Special Events Overtime)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Parks & Recreation

Attachment: Annual Dixie Divers Pier Cleanup

- 19. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of a community participation grant to Deerfield Beach Little League, Inc. in the amount of \$18,000 and use of city facilities to support youth baseball programs within the City; authorizing execution of a Facility Use and Grant Agreement; providing for severability and an effective date. (Funds from Account #001-7025-572-39-14 - Athletic Program Supplement)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Parks & Recreation

Attachment: Deerfield Beach Little League, Inc.

- 20. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of a community participation grant to DPR Youth Enrichment Association for Academics and Athletics, Inc. in the amount of \$35,000 and use of city facilities to support the youth football and cheerleading programs within the City; approving and authorizing execution of a Facility Use and Grant Agreement; providing for severability and an effective date. (*Funds from Account #001-7025-572-39-14 - Athletic Program Supplement*)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Parks & Recreation

Attachment: DPR Youth Enrichment Association for Academics and Athletics, Inc.

- 21. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #2023-12-BA for Lime Sludge Removal, Hauling and Disposal Services on an as needed basis to Dev-Land Demolition & Site, Inc. as the primary vendor, and to Prolime Corporation, as the secondary vendor, in a total annual amount not to exceed \$200,000.00; authorizing execution of contracts with both vendors for a one year term with four, one year renewal options; providing for an effective date. (*Funds from Account #401-5020-533-32-99 - Other Contractual Services*)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Environmental Services

Attachment: Lime Sludge Removal, Hauling and Disposal Services

- 22. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Hazen and Sawyer, P.C. to provide professional engineering services related to the development of Phase 3 of the Emergency Response Plan for specific incident responses at the West Water Treatment Plant in an amount not to exceed \$29,930.00; providing for execution and an effective date. (*Fund from Account #401-5020-533-30-99 - Other Professional Services*)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Environmental Services

Attachment: Hazen and Sawyer, P.C.

- 23. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a first amendment to the Interlocal Agreement with Broward County for the Surtax Funded Municipal Transportation Project related to the rehabilitation and repair of the SE 13th Avenue Bridge to provide for an extension of time for completion; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Environmental Services

Attachment: Surtax Funded Municipal Transportation Project

DEPARTMENTAL BUSINESS

- 24. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposal #23-08-BA for citywide janitorial services for Group 1 Location Services to the highest ranked proposer, Sunshine Cleaning Systems, LLC., and for the Group 2, 3 and 4 Locations, to the highest ranked proposer, Amer-Plus Janitorial and Maintenance, LLC.; providing for execution of contracts with each firm for the respective janitorial services for a two-year term with the option to renew for three additional one year terms; and providing for an effective date. (Funds from Account #001-5060-519-31-01 - Construction & Facilities**

Maintenance/Custodial Services)

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Environmental Services

Attachment: Janitorial Services

- 25. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Landscape Service Professionals, Inc., the third ranked bidder to RFP #23-01-PC, for citywide landscape maintenance services pursuant to City Code Section 38-116(3)(E); authorizing execution of an agreement with Landscape Service Professionals, Inc. in an annual amount not to exceed \$1,101,932.00; providing for conflicts, severability and an effective date. (Funds from Account #001-7020-539-32-16 -**

Park Maintenance/Landscaping Services)

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Parks & Recreation

Attachment: Landscape Service Professionals, Inc.

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, May 2, 2023

Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 286.0105). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing.



Meeting Minutes

Community Redevelopment Agency

Tuesday, February 21, 2023

6:45 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Chair Bill Ganz at 6:48 p.m., in the City Commission Chambers, 150 NE 2nd Avenue, Deerfield Beach, Florida.

Present:

Mr. Todd Drosky
Mr. Bernie Parness
Mr. Ben Preston
Vice Chair Michael Hudak
Chair Bill Ganz

Also Present:

City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Heather Montemayor

PLEDGE OF ALLEGIANCE

There was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes - November 15, 2022

MOTION was made by Mr. Parness, seconded by Vice Chair Hudak, to approve the November 15, 2022 minutes as submitted. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Parness, Mr. Preston, Vice Chair Hudak, and Chair Ganz

Nays: 0

APPROVAL OF AGENDA

February 21, 2023

MOTION was made by Mr. Parness, seconded by Vice Chair Hudak, to approve the agenda as submitted. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Parness, Mr. Preston, Vice Chair Hudak, and Chair Ganz

Nays: 0

GENERAL ITEMS

- 1. CRA Resolution 2023/001 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving the award of Invitation to Bid #23-04-PC for S-Curve Utility Undergrounding and Streetscape Improvements to Team Contracting, Inc.; authorizing execution of an agreement with Team Contracting, Inc., the lowest priced responsive and responsible bidder, in an amount not to exceed \$2,198,379.90; providing for implementation and an effective date. (Funds from Account #190-1500-539-6311 - Lighting)**

The Resolution was read by title only.

Kris Mory, Director of Economic Development, stated that the project is within the budgeted amount and includes installation of paver sidewalks, pedestrian bollards, curbing, and landscaping. Once approved, staff will immediately issue a notice to commence and the estimated completion date is nine months; however, the completion of this project is highly dependent on the performance of the contractors for the three utilities.

In response to Vice Chair's Hudak's question, Ms. Mory replied that this project went through the City's competitive solicitation process; nevertheless, Team Contracting is also performing the work on the amphitheater stairs at the main beach parking lot, which staff is very pleased with.

Chair Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

Mr. Parness spoke in support of the project as it will modernize the S-Curve.

MOTION was made by Vice Chair Hudak, seconded by Mr. Parness, to approve Item 1 adopted CRA Resolution 2023/001. Roll Call:

Yeas: 5 - Mr. Drosky, Mr. Parness, Mr. Preston, Vice Chair Hudak, and Chair Ganz

Nays: 0

BOARD COMMENTS

MR. DROSKY

Pier Porthole Update - Mr. Drosky asked that an update be provided.

Kris Mory, Director of Economic Development, said the pier porthole is now a city project; nevertheless, staff removed the film from the screen, which made the glare worse. Thereafter, staff worked with the manufacturer of the film and they identified and showed examples of new and improved film that is clearer to look through and not so reflective, which is going to be implemented. Further, staff learned that some of the glare from the screen is due to the television sitting several inches behind the glass, so staff is working to move the television screen closer to the glass. Ms. Mory said if neither of these options work, staff will look into the newest technology in televisions, which is between \$9,000 - \$10,000.

MAYOR GANZ

Commercial Façade Program - Mayor Ganz asked that this program be reimplemented, especially since a potential RFP will be put out for the pier restaurant, whereby, having this program in place may assist with broadening the restaurateur options.

Ms. Mory stated that a commercial façade grant has not been given out for several years; nevertheless, staff is working on marketing the program and will be sending out postcards to all properties within the CRA.

Mayor Ganz suggested that the program be outlined in the RFP.

Thereafter, Ms. Mory commented on a conversation she and Eric Power, Director of Planning & Development Services, had with the new owner of the Royal Palm Hotel regarding the use of commercial façade funding.

BOARD COMMENTS - CONTINUED

There were no other board comments.

ADMINISTRATION COMMENTS**CRA DIRECTOR**

Boat Parade - Kris Mory, Director of Economic Development, presented the Board with the Boat Parade Award.

There were no other comments.

PUBLIC COMMENT

Peggy Ross, 103 NE 19th Avenue, Deerfield Beach, commended the CRA for all their hard work and said the boat parade was terrific, and asked that the route continue.

ADJOURNMENT

MOTION was made by Mr. Parness, seconded by Vice Chair Hudak, to adjourn the meeting at 7:02 p.m. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Parness, Mr. Preston, Vice Chair Hudak, and Chair Ganz

Nays: 0

BILL GANZ, CHAIR

Heather Montemayor, City Clerk

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

February 22, 2023

Douglas Gonzales

Presiding

Special Magistrate Douglas Gonzales in the City Commission Room called the meeting to order at 9:30 AM.

PRESENT: Lenore Graber, Code Compliance Manager
Jean Placide, Code Compliance Inspector
Silvio Baca, Code Compliance Manager
Sonya Lowe, Code Compliance Inspector
Josh Stambaugh, Code Compliance Inspector
Patesha Johnson, Code Compliance Inspector
Dominique Ash, Code Compliance Inspector
Winlett Jordan- Banton, Special Magistrate Clerk
Wendy Johnson, Administrative Assistant

For the record Maritza Martinez, Special Magistrate Clerk swore the attendees.

<u>Tab#</u>	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
3	23010001	CENTURY PLAZA ASSOCIATES LP	1800 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 102 - SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited. Chapter 102 - SIGNS Section 102-8.(c)(3)(a)(1) - Signs allowed.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3/17/2023 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
6	22120179	HARVEST INVESTMENT INTERNATIONAL INC	1544 SE 3 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 46 – OFFENSES Section 46-9(g) - Defacing or damaging property of another.	RESPONDENT WAS PRESENT – LIZHI XU FINAL ORDER ISSUED COMPLY BY 3/17/2023 \$110 PER DAY PER VIOLATION PER VIOLATION \$80 PROSECUTION COST
9	22090128	CRYSTAL LAKE COMMERCE CENTER LLC	4250 N POWERLINE RD, DEERFIELD BEACH, FL 33073	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2/17/2023 FOR \$250 PER DAY

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	WITH \$80 PROSECUTION COST
10	22100033	CENTURY PLAZA ASSOCIATES LP	1800 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 – LAND DEVELOPMENT REGULATIONS – ARTICLE IV. – SUPPLEMENTARY REGULATIONS ARTICLE V. – ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2/17/2023 FOR \$175 PER DAY WITH \$80 PROSECUTION COST
11	23010180	DEFREITAS, BEAUTI	4023 CAMBRIDGE B, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY DATE BY 3/3/2023 \$200 PER DAY \$80 PROSECUTION COST
14	22120042	UNION PLANTERS NATIONAL BANK % PTM LLC	225 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(2) Building Safety Inspection 40+ Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2/17/2023 FOR \$250 PER DAY WITH \$80 PROSECUTION COST
16	22120006	BOYCHUK, OKSANA BARILLOVA, MARYANA	2044 HARWOOD D, DEERFIELD BEACH, FL 33442	Chapter 98 – LAND DEVELOPMENT REGULATIONS – ARTICLE IV. – SUPPLEMENTARY REGULATIONS	RESPONDENTS WERE PRESENT – VASYI KUKHARUK PETER RUSER MARY ANA BARILLORA

				ARTICLE V. – ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	FINES IMPOSED AS OF 2/17/2023 FOR \$125 PER DAY WITH \$80 PROSECUTION COST
17	22120027	HELENE SMITH REV TR SMITH,HELENE G TRSTEE	330 SE 19 AVE, UNIT I, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2/17/2023 FOR \$175 PER DAY WITH \$80 PROSECUTION COST
18	22120030	SANTOS,EUDES S	3830 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 – LAND DEVELOPMENT REGULATIONS – ARTICLE IV. – SUPPLEMENTARY REGULATIONS ARTICLE V. – ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT – EUDES SANTOS EXTENDED TO 3/17/2023
19	22120037	HOLGER & JUDI BEALUM FAM TR BAEUM,HOLGER TRSTEE	355 NE 20 AVE, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(2) Building Safety Inspection 40+ Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2/17/2023 FOR \$250 PER DAY WITH \$80 PROSECUTION COST
20	22120066	WOOLBERT,CARRIE L MANKOWICH,LORI RAE	3770 NW 6 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT- CHRIS WICKENHAUSER

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	FINAL ORDER ISSUED COMPLY DATE BY 3/17/2023 \$110 PER DAY \$80 PROSECUTION COST
21	23010034	CONNOR,KEVIN D & SUSAN P SUSAN & KEVIN CONNOR REV TR	2886 DEER CREEK VIA VENEZIA, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT WAS PRESENT- ATTORNEY MITCH ADLER STATUS HEARING ON 5/24/2023
22	23010035	VIA VENEZIA LLC	2898 DEER CREEK VIA VENEZIA, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT WAS PRESENT- HEBERT PETRELA FINAL ORDER STANDS FOR 6/23/2023
23	23010036	MCDONOUGH,JUDITH A JUDITH A MCDONOUGH TR	2874 DEER CREEK VIA VENEZIA, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT WAS PRESENT- ATTORNEY MICHAEL BLOOM FINAL ORDER STANDS FOR 6/23/2023
31	22120161	CANDELARIA,CHARLES CANDELARIA,GERALDINE	174 NEWPORT K, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT CONTINUED TO 3/22/2023

				ENFORCEMENT Section 98-113(a) Building permits	
35	22120167	DEERFIELD APARTMENTS LLC	110 NE 19 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3/17/2023 \$175 PER DAY \$80 PROSECUTION COST
36	22120168	IWANOWSKI, DOROTA	1116 CAMBRIDGE E, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT- DOROTA IWANOWSKI CONTINUED TO 5/3/2023
38	22120171	EDELL,SUSAN	1215 SE 9 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3/17/2023 \$125 PER DAY \$80 PROSECUTION COST
39	22120178	AHZY PROPERTIES LLC	1067 SW 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT- JOE ABLA CONTINUED TO 5/3/2023

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
41	22120136	CEDENO,GRACE D	899 SE 2 AVE, UNIT 104, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – GRACE CEDENO CONTINUED TO 3/22/2023
43	22120111	SUBKO,JOHN S JR	1451 SE 4 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3/17/2023 \$125 PER DAY \$80 PROSECUTION COST
45	22120142	TORIBIO,YANET	4310 NE 8 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3/17/2023 \$125 PER DAY \$80 PROSECUTION COST
46	22120144	GRATON,GERALD LE GRATON,JULIE	4070 OAKRIDGE F, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3/3/2023

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	\$150 PER DAY \$80 PROSECUTION COST
47	22120145	CLAROS,YOLANDA ESTELA	1131 NW 45 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – YOLANDA ESTELA CLAROS FINAL ORDER ISSUED COMPLY BY 5/24/2023 \$110 PER DAY \$80 PROSECUTION COST
48	22120147	SEQUOIA GARDENS CONDO ASSN INC	510 SE 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permit	RESPONDENTS WERE PRESENT- ATTORNEY STEWART SMITH LAUREN ULYAS ORDER OF DISMISSAL ISSUED
50	22120150	ACELHOMME,CANTAVE BARBIER,ROSENIE	1400 SE 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – ANTHONY ACELHOMME CONTINUED TO 3/22/2023
52	22120154	OXSTIN,NATALIA	2410 DEER CREEK COUNTRY CLUB BLVD, UNIT 209-E, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3/17/2023

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	\$200 PER DAY \$80 PROSECUTION COST
54	22120125	MCBURNEY,JOANNE LE HENDERSON,ROBERT HOWARD	1532 SE 6 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2/17/2023 FOR \$125 PER DAY WITH \$80 PROSECUTION COST
56	23010068	TROIA,RICHARD	1461 SE 2 ST, UNIT 1-4, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT – GARY HANN FINES IMPOSED AS OF 2/17/2023 FOR \$250 PER DAY WITH \$80 PROSECUTION COST
58	23010262	ROY,GILBERT LE ST- HILAIRE,JULIE LE ETAL	49 COLUMBIA CT, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 3/22/2023

59	23010248	CASTIGLIA,ARTHUR MICHAEL	1115 SE 12 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT WAS PRESENT – MOCHE ROUMET FINAL ORDER ISSUED COMPLY BY 3/3/2023 \$250 PER DAY \$80 PROSECUTION COST
60	23010249	LAINE,MASHA LAINE,SHOLOM & POPACK,C S	1109 SE 12 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT WAS PRESENT – MOCHE ROUMET FINAL ORDER ISSUED COMPLY BY 3/3/2023 \$250 PER DAY \$80 PROSECUTION COST
61	23010251	2546 NW 61ST AVENUE LLC	1247 SE 7 CT, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d)	RESPONDENT WAS PRESENT – MOCHE ROUMET FINAL ORDER ISSUED COMPLY BY 3/3/2023 \$250 PER DAY PER VIOLATION \$80 PROSECUTION COST

				(1) Vacation Rental Registration Requirement	
62	23010245	LIPSKAR,CHAIM	1002 SE 5 CT, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT WAS PRESENT – MOCHE ROUMET FINAL ORDER ISSUED COMPLY BY 3/3/2023 \$250 PER DAY PER VIOLATION \$80 PROSECUTION COST
63	23010246	LAINE,MASHA POPACK,CHAYA SARA	466 NE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT WAS PRESENT – MOCHE ROUMET FINAL ORDER ISSUED COMPLY BY 3/3/2023 \$250 PER DAY PER VIOLATION \$80 PROSECUTION COST
64	23010247	BISTON,YAACOV LIPSKAR,CHAIM	1379 SE 3 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d)	RESPONDENT WAS PRESENT – MOCHE ROUMET FINAL ORDER ISSUED COMPLY BY 3/3/2023 \$250 PER DAY

				(1) Vacation Rental Registration Requirement	\$80 PROSECUTION COST
65	23010250	PARKLAND MAZEL LLC	477 SE 17 TER, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT WAS PRESENT – MOCHE ROUMET FINAL ORDER ISSUED COMPLY BY 3/3/2023 \$250 PER DAY PER VIOLATION \$80 PROSECUTION COST
66	23010252	2201 WEST RIVER DRIVE LLC	1005 SE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT WAS PRESENT – MOCHE ROUMET FINAL ORDER ISSUED COMPLY BY 3/3/2023 \$250 PER DAY PER VIOLATION \$80 PROSECUTION COST

67	23010253	BISTON,YAACOV Y LIPSKAR,CHAIM	1105 SE 4 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT WAS PRESENT – MOCHE ROUMET FINAL ORDER ISSUED COMPLY BY 3/3/2023 \$250 PER DAY \$80 PROSECUTION COST
68	22120245	BENT,KEVIN BENT,KIRBIE	211 NW 44 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 - 88(j)(1) Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3/17/2023 \$200 PER DAY PER VIOLATION \$80 PROSECUTION COST
69	23010016	CROISSY,ANTONINE	231 NE 42 ST, DEERFIELD BEACH, FL 33064	Chapter 10 – ANIMALS Section 10-4(a) - Maintaining animals in general; limitation on number of pets; enforcement. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS	RESPONDENT WAS PRESENT- ANTONINE CROISSY FINAL ORDER ISSUED COMPLY BY 3/3/2023

				Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	\$250 PER DAY PER VIOLATION \$80 PROSECUTION COST
--	--	--	--	--	--

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
70	22120181	BLONDIN,ALAIN BOISVERT,CHANTALE	612 CAMELLIA CT, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permit	RESPONDENTS WERE PRESENT- CHANTELLE BOISVERT ALAIN BLONDIN CONTINUED TO 3/22/2023
71	22120133	FLORES,ALEYDA	304 NW 43 PL, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT – ALEYDA FLORES FINES IMPOSED AS OF 2/17/2023 FOR \$250 PER DAY WITH \$80 PROSECUTION COST
72	22120135	EXCELL HOMEVESTORS LLC	4333 NW 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS -	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2/17/2023 FOR \$150 PER DAY PER VIOLATION WITH \$80 PROSECUTION COST

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 - 88(j)(1) Off-street parking and loading.	
73	22120139	EXCELL HOMEVESTORS LLC	201 NW 44 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 - 88(j)(1) Off-street parking and loading. FIRE PREVENTION CODE F-103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2/17/2023 FOR \$250 PER DAY PER VIOLATION WITH \$80 PROSECUTION COST
74	22120068	GALLAGHER,LISA M	880 NE 49 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2/17/2023 FOR \$250 PER DAY PER VIOLATION WITH \$80 PROSECUTION COST

75	22120059	DIEUDONNE,MARIE	4410 NE 2 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT -MARIE DIEUDONNE FINES IMPOSED AS OF 2/17/2023 FOR \$150 PER DAY
76	22120186	WELLINGTON,GEORGE	431 NE 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 46 – OFFENSES Section 46-28(a) - Storage of materials. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3/17/2023 \$175 PER DAY PER VIOLATION \$80 PROSECUTION COST
78	22120021	GONZALEZ, NOE VILCHIS SANCHEZ, MONICA CARBAJAL	249 SW 2 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) -	RESPONDENT NOT PRESENT FINES CERTIFIED WITH \$80 PROSECUTION COST

				Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	
79	22120015	TERRILL,ROSILDA ALVES H/E LIMA,FABIO	1313 SE 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 46 – OFFENSES Section 46-14. - Same— Encroaching on property of others.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2/17/2023 FOR \$150 PER DAY WITH \$80 PROSECUTION COST
80	22120060	MESADIEU,SIPHORDIEU & VITONNIA VILARMAN,AFANDUE EST	201 NW 40 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3/17/2023 \$135 PER VIOLATION PER VIOLATION \$80 PROSECUTION COST

				ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements	
81	22120062	SILVA,RAFAEL H/E SILVA,DANIELLI	316 NW 3 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(c) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT CONTINUED TO 5/3/2023
82	22120022	MAVROGIANNIS,AUGUSTINO MAVROGIANNIS,LAURA	1305 SE 3 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3/17/2023 \$200 PER DAY \$80 PROSECUTION COST
84	22120058	SHARP,EDDIE L	158 NE 6 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3/17/2023 \$175 PER DAY PER VIOLATION \$80 PROSECUTION COST

86	23010243	JIMENEZ FAMILY LIMITED PARTNERSHIP %A1 BODY & GLASS LLC	540 NW 42 CT, UNIT 1-2, DEERFIELD BEACH, FL 33064	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (b) (6) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (c) (1) - Minimum standards for exterior of structures.	RESPONDENT NOT PRESENT FINES CERTIFIED WITH \$80 PROSECUTION COST
87	23020055	TAH MS BORROWER LLC %TRICON AMERICAN HOMES LLC	5331 NE 9 TER, DEERFIELD BEACH, FL 33064	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER COST WAIVED
88	23020054	FIRST & LAST ENTERPRISES LLC	279 SW 1 ST, UNIT 1-4, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE ARTICLE II. - COLLECTION AND DISPOSAL: DIVISION 1. – GENERALLY, Sec. 58-31. - Responsibility for removal of construction wastes.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER COST WAIVED
89	23020052	SK FLORIDA HOMES LLC	812 SE 16 ST, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENTS WERE PRESENT- JESUS SURIS TAMARA MURPHY FINDING OF FACT ORDER COST WAIVED

91	22110024	H CAPITOL INC.	478 NW 1 AVE, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3/3/2023 \$250 PER VIOLATION \$80 PROSECUTION COST
92	23020036	ECON REAL ESTATE LLC	48 WESTBURY B, UNIT 48,DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENTS WERE PRESENT – ATTORNEY TIM OLENN GIGI YAKNIN CONTINUED TO 5/3/2023
A	21070495	RAPKIN,STANLEY I	83 WESTBURY D, UNIT 83, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT -STANLEY RAPKIN FINES MITIGATED FOR \$2,000 TO BE PAID BY 5/3/2023
B	22080084	GUINTA,STEVEN	1900 SE 2 ST, UNIT 501, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT -STEVEN GUINTA

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	FINES MITIGATED TO \$1,500 TO BE PAID BY 3/22/2023
C	22060050	SCG ATLAS DEERCREEK II LLC	340 DEER CREEK JEFFERSON DR, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(a) - Minimum standards for yard and landscape areas.	RESPONDENTS WERE PRESENT -BETTY POVEDA JILL RODRIGUEZ FINES MITIGATED TO \$5,000 TO BE PAID BY 3/22/2023
D	17010088/21040055	COQUILLON,MARIE	1030 SW 8 AVE, DEERFIELD BEACH, FL 33441	Case #17010088 Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4). - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6). - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7). - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS	RESPONDENT WAS PRESENT -PONCE MCNEAL FINES MITIGATED TO \$15,000 FOR BOTH CASES TO BE PAID BY 7/26/2023

				Section 14-106(b). - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74. - Display of street numbers on buildings. Chapter 46 – OFFENSES Section 46-13. - Trees, bushes and shrubs—Encroaching on public right-of-way Chapter 46 – OFFENSES Section 46-33.(k) Littering Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 - 88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading.	
--	--	--	--	--	--

				Case #21040055 Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6) - Exterior building and structure standards.	
				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
E	21050095	REIS MANAGEMENT CORP	335 SW 14 ST, UNIT A-B, DEERFIELD BEACH, FL 3344	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENTS WERE PRESENT – EDDIE REIS JANSLEY BRAZ FINES MITIGATED TO \$3,080 TO BE PAID BY 3/22/2023

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Doug Gonzales, Special Magistrate

Date

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
February 22, 2023**

A regular meeting of the Community Appearance Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 7:02 p.m. in the City Commission Chambers, Deerfield Beach, by Vice Chair Glunt.

Roll call:

Present: Terrance Glunt, Vice Chair
Tinka Ellington
Jack Hugentugler

Also Present: Christopher Suneson, Assistant Director of Planning and Development Services
Bonnie Jacobson, Senior Planner
Anthony Soroka, City Attorney
Tracy Britten, Administrative Support Specialist

Absent: Harry Belton, Chair
Patrick Morris
Mark Damiano, Alternate

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Hugentugler made a motion, seconded by Ms. Ellington to approve the February 8, 2023 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW ITEMS

**#7054 Cove Professional Condominium (Common Area)
1500 E Hillsboro Boulevard
Building/Roof Paint Change**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps.

The applicant provided renderings of the proposed building and paint change: Slate Tile for the accent and roof; Greek Villa for the body and trim.

Mr. Hugentugler made a motion, seconded by Ms. Ellington to approve Item #7054 with the stipulation that the tiled area and west side doors be painted in Slate Tile, and the window mullions be painted in a color that matches the window tint. The motion CARRIED by unanimous vote.

**#7055 4255 Crystal Lake LLC
4255 Crystal Lake Drive
Roof Color Change**

**#7056 4300 Crystal Lake LLC
4300 Crystal Lake Drive
Roof Color Change**

Items #7055 and #7056 were reviewed simultaneously but voted on separately.

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps.

The applicant advised that the proposed roof will be dimensional shingles in the color Olde English Pewter. Thereafter, renderings were provided.

Mr. Hugentugler made a motion, seconded by Ms. Ellington to approve Item #7055 as submitted. The motion CARRIED by unanimous vote.

Mr. Hugentugler made a motion, seconded by Ms. Ellington to approve Item #7056 as submitted. The motion CARRIED by unanimous vote.

**#7057 B&G Awnings and Fences
98 SE 7th Street
Minor Site Plan**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps.

The applicant was not present; nevertheless, the Board reviewed the plans, which included the installation of an awning in the back of the building, but the awning color could not be confirmed.

Mr. Hugentugler made a motion, seconded by Ms. Ellington to defer Item #7057. The motion CARRIED by unanimous vote.

**#7058 Wendy's
355 W Hillsboro Boulevard
Minor Site Plan**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps.

The application consists of modernizing the building's appearance, relocating the bathrooms to conform with accessibility requirements and improving the landscape by replacing dead trees. The irrigation system will also be updated in order to maintain the new landscaping. The building will be painted in the company's corporate colors, and the main sign will be changed.

Christopher Suneson, Assistant Director of Planning and Development Services, advised that staff requested installation of a significant amount of juniper landscaping to provide for ground

coverage in the front of the building and around the main sign.

Mr. Hugentugler made a motion, seconded by Ms. Ellington to approve Item #7058 as submitted. The motion CARRIED by unanimous vote.

**#7059 Highlands Plaza
4801 N Dixie Highway
Minor Site Plan & Master Sign Plan Amendment**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps.

The application consists of amending the master sign plan, allowing for the addition of two monument signs and removing an existing pole sign. The monument signs will be double-sided and illuminated with landscaping around the base and located at the two main entrances of the plaza.

Mr. Hugentugler made a motion, seconded by Ms. Ellington to approve Item #7059 as submitted. The motion CARRIED by unanimous vote.

REPORTS

Comments by Deerfield Beach City Attorney

None.

Comments by Deerfield Beach Planning and Development Services Department

Christopher Suneson, Assistant Director of Planning and Development Services, advised that agendas will continue to contain more items than usual.

ADJOURNMENT

Vice Chair Glunt adjourned the meeting at 7:48 p.m.

Harry Belton, Chair
Community Appearance Board



Regular City Commission Meeting - April 25, 2023

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, April 25, 2023, at 7:00 PM in the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, Florida.** A quorum of the City Commission will be physically present at the meeting and the City will be utilizing communications media technology with most City staff participating through video conferencing.

The April 25, 2023, Regular City Commission meeting will proceed utilizing communications media technology; **however, the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, will be open to the public as an additional method** for speakers wishing to speak on items. A copy of the agenda for the April 25, 2023 meeting will be available at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Attending and Viewing the City Commission Meeting:

This meeting will be broadcast live for members of the public. There are several options available to the public to attend/view the meeting:

- 1. In Person Attendance.** Attend in person in the City Commission Chambers.
- 2. Zoom**
 - a. Via Zoom Online** - Access to the meeting will begin at 6:45 PM on April 25, 2023.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/81070533106?pwd=UFRwNWIMQWZSNWUzUWtydzR0eUNkZz09>
 - ii. The video camera display feature is disabled for public use
 - b. Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (301) 715-8592, Meeting ID: 810 7053 3106#, Participant ID: #, Passcode: 561571#

For more information on using Zoom, please visit Zoom Support at the following link:
<https://support.zoom.us/hc/en-us>.

3. YouTube

The meeting will also be available to the public via YouTube for audio and video access; however, public participation, i.e. comments are not possible. The link to watch the meeting via YouTube will be active no later than 6:45 PM on April 25, 2023, and can be found by clicking the camera icon in the Media column at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Providing Public Comment:

Public participation is strongly encouraged. Your comments will be limited to three minutes per person. To participate, please choose the option best for you and remember to include your name and address for the record.

1. **In person** - Public comment may be given in the Commission Chambers during the applicable public comment portion of the meeting.
2. **Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click "raise hand" on the bottom of the "participants" tab, and your audio will be unmuted when you are recognized.
3. **Live Zoom Telephone Participation** - If attending via Zoom by telephone, at the appropriate public comment period, press *9 to "raise your hand" and your audio will be unmuted when you are recognized.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 3 DAYS PRIOR TO THE MEETING AT (954) 480-4213 FOR ASSISTANCE.

Should you have any questions, please feel free to contact the City Clerk's Office at 954.480.4213. For additional information on the agenda items for the Commission meeting, please visit www.dfb.city.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1805

Agenda Date: 4/25/2023

Status: PUBLIC HEARINGS -
SECOND READING

In Control: City Commission

Title

P.H. 2023-061: ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 2.968 GROSS ACRES LOCATED AT 641 NE 40TH STREET FROM INSTITUTIONAL AND EDUCATIONAL DISTRICT (I-1c) AND ONE-FAMILY DETACHED DWELLING DISTRICT (RS-4c) TO COMMUNITY FACILITIES DISTRICT (CF) (APPLICATION 20-CF-41); PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The project site is located on the north side of NE 40th Street, approximately 400 feet west of the NE 40th Street and Dixie Highway intersection. This site is currently developed with two one-story, residential type structures and a one-story sanctuary building. The applicant intends to renovate the existing sanctuary building into a fellowship hall and construct a new worship facility. The new, two-story building will comprise 23,149 square feet and will contain a sanctuary, prayer room, Sunday school room, conference room, fitness center, restrooms, kitchen, and childcare facilities. The applicant intends to demolish one of the existing, one-story residential types structures to the rear of the property and provide façade improvements to the other, located near the existing worship building, to harmonize with the exterior of the new construction.

A traffic impact analysis was submitted with the site plan application and reviewed by the City's traffic consultant. Since the analysis of the proposed development resulted in less than 500 daily trips, a trip impact analysis was not required. The site meets all setback, bulk, parking, lighting, landscape and appearance requirements.

The Planning and Zoning Division is unaware of any historical significance of the property or prior historical activities associated with the site.

On February 8, 2023, the site plan item was heard and approved by the Community Appearance Board. The Board stipulated that the picket fence on the south side of the site be switched from white to anodized bronze. The appropriate sheets have been updated and are included in the packet.

On March 3, 2023, the item was heard and approved by the Planning & Zoning Board.

ORDINANCE NO. 2023/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 2.968 GROSS ACRES LOCATED AT 641 NE 40TH STREET FROM INSTITUTIONAL AND EDUCATIONAL DISTRICT (I-1c) AND ONE-FAMILY DETACHED DWELLING DISTRICT (RS-4c) TO COMMUNITY FACILITIES DISTRICT (CF) (APPLICATION 20-CF-41); PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission, as the governing body of the City of Deerfield Beach, Florida, pursuant to the authority in Chapter 163 and Chapter 166, Florida Statutes, and the City of Deerfield Beach Code of Ordinances, is authorized and empowered to consider applications related to zoning and land development orders; and

WHEREAS, Bethesda Christian Center, Inc. (the “Applicant”) has applied for a rezoning of approximately 2.968 acres of land (Application #20-CF-41) located at 641 NE 40th Street from Institutional and Educational District (I-1c) and One-Family Detached Dwelling District (RS-4c) to Community Facilities District (CF) (the “Rezoning”); and

WHEREAS, the Rezoning site is an approximately 2.968 acre parcel of land legally described as BETHESDA CHRISTIAN CENTER 183-470 B PARCEL A, and located at 641 NE 40th Street, Deerfield Beach, Florida (the “Property”); and

WHEREAS, the Property currently includes two one-story, residential type structures and a one-story sanctuary building; and

WHEREAS, the Applicant is proposing to rezone the Property for the renovation of the existing sanctuary building into a new, two-story worship facility; and

WHEREAS, the Deerfield Beach Planning and Zoning Board reviewed the Rezoning application on March 3, 2023, as required by Florida Statutes, and recommended approval; and

WHEREAS, the notice and hearing requirements have been satisfied; and

WHEREAS, the City Commission has considered the evidence and testimony presented by the Applicant and other interested parties, and the recommendations of the various City of Deerfield Beach review agencies and staff; and

WHEREAS, the City Commission has determined that the proposed Rezoning is consistent with the City of Deerfield Beach Comprehensive Plan; and

WHEREAS, the City Commission of the City of Deerfield Beach finds it in the best interest of the City to Rezone the Property to Community Facilities District (CF).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above “WHEREAS” clauses are true and correct and are incorporated herein.

Section 2. The Rezoning of the Property from Institutional and Educational District (I-1c) and One-Family Detached Dwelling District (RS-4c) to Community Facilities District (CF) is hereby approved, subject to the conditions set forth in the DRC report, dated February 22, 2023, which shall be satisfied by the Applicant.

Section 3. All sections or parts of the City Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. Should any section or provision of this ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

Section 5. This Ordinance shall be in full force and effect immediately upon its passage and adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2023

PASSED 2ND READING ON THIS ____ DAY OF _____, 2023

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



PUBLIC HEARING NOTICE

April 14, 2023

Dear Property Owner:

This is to notify you that the CITY COMMISSION of the City of Deerfield Beach, a municipal corporation of Florida, shall hear an application for:

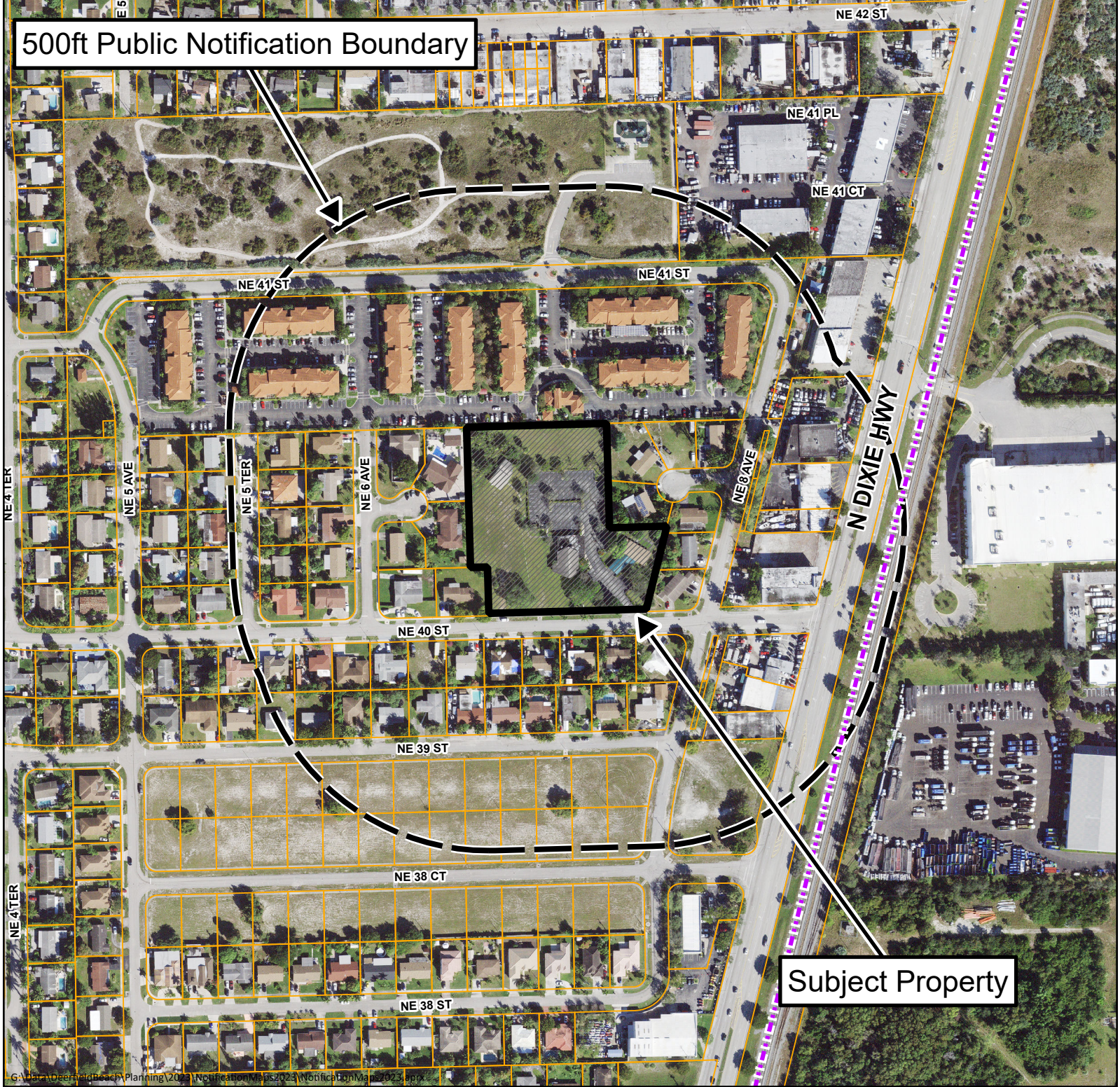
P.H. 2023-061: ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 2.968 GROSS ACRES LOCATED AT 641 NE 40TH STREET FROM INSTITUTIONAL AND EDUCATIONAL DISTRICT (I-1c) AND ONE-FAMILY DETACHED DWELLING DISTRICT (RS-4c) TO COMMUNITY FACILITIES DISTRICT (CF) (APPLICATION 20-CF-41); PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

A public hearing will be held on **TUESDAY, APRIL 25, 2023 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

At said meeting interested persons may appear and be heard with respect to the public hearing. Any person who decides to appeal any decision made by the City Commission with respect to any matter considered at this hearing would need a record of the proceedings. And for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The above notice is required by State Law (FS 286.0105). **Any person desiring a verbatim transcript shall have the responsibility, at his own expense, to arrange for the presence at the hearing of a certified court reporter.** A full transcript of the proceedings will be needed to appeal any decision of the City Commission.

Any person requiring auxiliary aids and services at this hearing may contact the City Clerk's Office at (954) 480-4213 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

Heather Montemayor, CMC, City Clerk



Public Hearing Notice Map

20-R-193 and 20-CF-41

641 NE 40 ST

For additional information
call the Planning Department at 954-480-4206
or visit www.deerfield-beach/boardagendas





PUBLIC NOTICE

APPLICATION

20-R-193

20-CF-41

February 15, 2022

Dear Property Owner:

This is to notify you that the **PLANNING AND ZONING BOARD** of the City of Deerfield Beach, a municipal corporation of Florida, shall hear an application for:

Bethesda Christian Center Inc.

Seeking rezoning approval from I-1c, Institutional and Educational District and RS-4c, One-family detached dwelling District to CF, Community Facilities District, and seeking major site plan approval for a proposed two-story expansion and associated site improvements, on an approximate 3.0-acre site described as BETHESDA CHRISTIAN CENTER 183-470 B PARCEL A, more particularly described in the file, and located at **41 NE 40th Street**.

A public hearing will be held on **THURSDAY, March 2, 2022, at 7:00 P.M.** in the **City Hall Commission Chambers, located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441**. All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/boardagendas or you may contact the Planning Office during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

Any person wishing to appeal any decision made by the Planning and Zoning Board with respect to any of the above, will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. The above notice is required by State Law (FS 286.0105.) **Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence at the hearing of a certified court reporter.** A full transcript of the proceedings will be needed in order to appeal any decision of the Board. If anyone requires auxiliary aids for communication, please call (954) 480-4206.

Eric M. Power
Director of Planning & Development Services



Development Review Committee

Summary Report

Development Plan Application Review

General Information

Application No.	20-CF-41
Project Name:	Bethesda Christian Center
Applicant:	Bethesda Christian Center, Inc.
Agent:	Ralph Tait
Requested Action/Description:	Rezoning application seeking approval to rezone from I-1c, Institutional and Educational District and RS-4c, One-family detached dwelling District to CF, Community Facilities District.
Location:	641 NE 40 th Street.
Legal Description:	Generally described BETHESDA CHRISTIAN CENTER 183-470 B PARCEL A, more particularly described in the file.
Size:	2.968 acres
Existing Zoning:	I-1c, Institutional and Educational District and RS-4c, One-family detached dwelling District
Existing Land Use:	Community Facility
Future Land Use Plan Designation:	Residential Low (5 DU/AC)
Surrounding Land Use and Zoning:	
Existing Land Use	Zoning
North: Apartment buildings	RM-25 Residence, Multifamily
East: Single family residences	RM-5c Multiple-family dwelling
South: Single family residences	RS-4c One-family detached dwelling
West: Single family residences	RS-4c One-family detached dwelling
Applicable Regulations:	Deerfield Beach Land Development Code
Plat Restrictions:	None

Department Comments & Requirements

REQUEST:

The Applicant, Bethesda Christian Center, is requesting approval to rezone from I-1c, Institutional and Educational District and RS-4c, One-family detached dwelling District under the Broward County Land Development Code to CF, Community Facilities District under the Deerfield Beach Land Development Code.

BACKGROUND:

The applicant is proposing to rezone the subject parcel for the development of new, two-story worship facility. The subject property requires two applications in order to facilitate applicant's request.

The applicant has submitted a major site plan application (Site Plan Application No 20-CF-41) demonstrating the proposed two-story worship facility is consistent with the proposed CF, Community Facilities District zoning requirements.

The applicant has submitted a traffic impact analysis with the site plan application and reviewed by the City's traffic consultant. Since the analysis of the proposed development resulted in less than 500 daily trips, a trip impact analysis was not required. The site meets all setback, bulk, parking, lighting, landscape and appearance requirements.

The Planning and Zoning Division is unaware of any historical significance of the property or prior historical activities associated with the site.

On February 8, 2023, the Site Plan Application was heard and approved by the Community Appearance Board. The Board stipulated that the picket fence on the south side of the site be switched from white to anodized bronze. The appropriate sheets have been updated and are included in the packet.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

The application has been reviewed by the Development Review Committee (Planning & Zoning, Landscape, Environmental Services, Sanitation, Traffic). Staff comments have been addressed and the application is considered to be in compliance with the Land Development Code. Staff DRC comments are attached to this report.

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan. Per Section 98-9, no permit or approval for development of land shall be approved which does not comply with the goals, objectives and policies (GOPs) of the Deerfield Beach Comprehensive Plan. The Future Land Use (FLU) Map designation identifies the site as Residential Low (5 DU/AC), and the Plan indicates churches/houses of worship to be appropriate in this land use category.
2. Finding of compatibility of a proposed development with adjacent and neighboring (500 feet) uses and zoning.

The property is proposed to be rezoned to CF, Community Facilities District, and development thereon will be subject to the approval of the Site Plan No. 20-CF-41.

The predominant land use of the surrounding area, specifically within 500 feet of the subject parcel, includes a mix of single and multi-family residential development to the north, east, south, and west.

SUMMARY & REQUIREMENTS

Staff's review of application 20-R-193 has found that the proposed project is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan and Land Development Code.

This report contains the requirements of the Deerfield Beach Development Review Committee members relative to this site development plan application. If there are any questions or issues regarding compliance with any of the requirements in this report, the respective department should be contacted directly.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Bethesda Christian Center (Rezoning)	Application No.:	20-R-193
Reviewer Name:	Jenna Lane	Project Address:	641 NE 40th St
Department/Division:	Planning & Zoning		
Position:	Planner		
Date of Review:	5-17-2021		
Submittal No.:	3		

A. APPLICATION / GENERAL COMMENTS:

1.	Per Section 98-13(b)(5), provide disclosure affidavit for listed agent, Ralph Tait.
1.a.	Comment addressed.
2.	Provide updated survey including net and gross site area calculations. (Refer to Site Plan DRC comments.)
2.a.	Comment not addressed. Approved Plat Application No. 20-P-226 associated with this development plan demonstrates dedication of a five (5) ft. right of way parcel. Provide an updated survey reflective of the 5 ft. right of way dedication.
2.b.	Comment addressed.
3.	Justification provided in the application should be similar to the below to be ensure compliance with the City's direction. The City's Comprehensive Plan includes the goal of creating a functional mix of residential, commercial, industrial, and recreational land uses. An objective to achieve that goal supports implementing land use programs encouraging the elimination and reduction of land uses that are inconsistent with the community's character and Future Land Use. Some inconsistencies in the community's character are found within the remaining areas classified as Broward County Zoning districts, which are regulated through the Broward County Land Development Code. Rezoning of the subject site to a zoning district regulated through the Deerfield Beach Land Development Code would achieve the Comprehensive Plan's Goals and Objectives by eliminating inconsistent land uses and provide consistency with the City's Land Use patterns and regulations.
3.a.	Comment not addressed. No changes to the application were made.
3.b.	Comment addressed.

Development Plan Application Comments

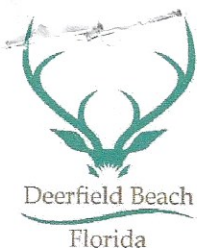


DEVELOPMENT REVIEW COMMITTEE

Project Name:	Bethesda Christian Ctr. Rezoning	Application No.:	20-R-193
Reviewer Name:	Alfonso Orellana	Project Address:	641 NE 40th Street
Department/Division:	Environmental		
Position:	Plans Reviewer		
Date of Review:	04-03-2020		
Submittal No.:	1		

A. APPLICATION / GENERAL COMMENTS:

1.	The Environmental Services Division has no comments relating to this the Rezoning Application
----	---



DEVELOPMENT PLAN APPLICATION

PROVIDE IN FULL THE FOLLOWING INFORMATION (TYPE OR PRINT LEGIBLY)

One application may be submitted for multiple requests. Unless otherwise directed by staff, the following items with associated attachments are required for staff to determine the application is complete for processing by the City.

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

- | | |
|---|---|
| ☒ New Site Plan / Site Plan Modification (See Attachment A) | ☐ Plat or Plat Note Amendment (See Attachment F) |
| ☐ Community Appearance Board (See Attachment B) | ☐ Conditional Use (See Attachment G) |
| ☐ Variance (See Attachment C) | ☐ Vacation & Abandonment (See Attachment H) |
| ☐ Technical Deviation (See Attachment D) | ☐ ROW Variance (See Attachment I) |
| ☒ Rezoning (See Attachment E) | ☐ Sign Variance (See Attachment J) |

Project Name: Bethesda Christian Center Expansion

Property Owner: Bethesda Christian Center Inc

Applicant (if different from Owner): _____

Agent (if different from Owner/Applicant): _____

Address of Property: 641 N.E. 40th Street, Deerfield Beach Florida

Legal Description of Property (lot, block, tract, subdivision): _____

See attached Survey

Description of Project: Proposed two story expansion to Bethesda Christian Center.

New Development (Y/N):

No

Zoning District:

I1-C/ RS-4C

Existing Use:

Religious

Lot Area (acres):

131,079 sf (3 ac)

Sq. Ft. of Structure (existing):

+/-3,708 sf

Modification to Existing Development (Y/N):

Yes

Future Land Use Category:

Residential Low

Proposed Use:

Religious

Number of Dwelling Units (proposed):

N/A

Sq. Ft. of Structure (proposed):

23,149 sf

Agent Signature: _____

Name Printed: Ralph Tait

Address: 11820 Miramar Pkwy S 121 Miramar, Fl.

Telephone: 954-592-2841

Email: rtait@rtarchitectinc.com

Owner Signature: _____

Name Printed: Odany Augustin

Address: _____

Telephone: 954-254-3724

Email: odany2@hotmail.com

INTERNAL USE ONLY:

SUBMITTAL DATE: _____

REQUEST SUBMITTED	APPLICATION NO:	FEES Required Provided		REQUEST SUBMITTED	APPLICATION NO:	FEES Required Provided	
Site Plan - Residential		\$2000 + \$10/unit + \$100 (Fire)		Site Plan Modification - Major		\$2000 + \$100 (Fire)	
Site Plan - Nonresidential		\$2000 + \$20 / 1000 GFA + \$100 (Fire)		Site Plan Modification - Minor		\$500 + \$100 (Fire)	
Community Appearance Board (CAB)		\$50		Plat or Note Amendment		\$1000 + \$50/acre (Nonres) \$1000 + \$40/acre + \$10/unit (Res) \$550 (Note)	
Variance (Site Plan)		\$1000		Conditional Use		\$1000 / \$300	
Variance (ZASM)		\$300					
Sign Variance		\$550					
Technical Deviation		\$500		ROW Vacation / Abandonment		\$1,350	
Rezoning		\$2000		Easement Vacation / Abandonment		\$1,350	

Total Fees Paid: _____

Cost Recovery

Account No.	Project No.	Project Name	Service	Deposit Amount	Date Received	Check No.	Receipt No.



For Office Use Only
Application No.: _____
Submittal Date: _____

ATTACHMENT E APPLICATION FOR REZONING

Pursuant to Code Section 98-12.

**COMPLETE ALL SECTIONS OF APPLICATION LEGIBLY.
INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.**

An application must be deemed complete and in compliance with the Land Development Code by Staff prior to the items being scheduled for public hearing.

REQUIRED SUBMITTALS

All of the following must be submitted to be deemed a complete application (*documentation may be provided with the development plan application requirements in Attachment A*):

- ☒ **Complete Application** (*Including Development Plan Application Form*)
- ☐ **Application Processing Fee** (*See fee schedule*)
- ☐ **Proof of Ownership** from the property owner. If the owner cannot be verified through the Broward County Tax Roll, a copy of either the recorded warranty deed, valid purchase contract, or a signed and notarized letter from the owner of record must be submitted with this application.
- ☐ **Disclosure Affidavit** for all owners, representatives, and applicants for the project that will be speaking on behalf of the application.
- ☐ **Agent Authorization Letter** if applicable, authorizing the applicant/agent to act on all property owners' behalf.
- ☐ **(2) 24"x 36" and (1) 11"x 17" Copies of Current & Up-to-Date Boundary Survey** meeting the requirements of Code Section 98-13(8)(b).
- ☐ **One (1) Digital CD** of required submittals listed above must be provided.

If deemed necessary to complete a full review of the application, the Planning and Development Services Department reserves the right to request additional information.

Public Notice and Advertising Requirements

Pursuant to Code Section 98-35(1), prior to any public hearing of the city commission for a development permit as described in section 98-12 of this Code, the applicant shall provide proper notification to the public in compliance with this section and all applicable county, state and federal law.

THIS APPLICATION WILL NOT BE ACCEPTED WITHOUT A SPECIFIC STATEMENT IN RESPONSE TO EACH OF THE REQUIREMENTS ON THE FOLLOWING PAGES

A. PROPOSED REZONING

Current Zoning District(s): I-1C/RS-4C Proposed Zoning District(s): CF (Community Facility)

Site Area (Gross Acres): 139,353 sf (3.1ac)

Is this request in connection to a Development Plan Application? ☒ Yes ☐ No

Reason for the requested rezoning: _____

We are in the process of expanding the existing church facility to include a proposed two story building.

The current zoning classification of I-1C (Institutional/Educational) /RS-4C which are Broward County zoning designations are not conducive for expansion of the current religious use. In particular the height restriction of two story which is considered every ten feet of building height above the first floor level measured from the exterior elevation.

B. DEMONSTRATION OF COMPLIANCE WITH REZONING CRITERIA

(Attach additional page(s) if more space is needed).

The burden of proving that all of the requirements are met shall be on the applicant who shall be required to affirmatively demonstrate on the record, satisfaction of the necessary requirements set forth below.

1. That the petition for a change of zoning will not result in spot zoning or contract zoning:
The existing parcel is 131,079 sq. ft or (3) acres. The change to zoning will not result in spot zoning since the religious facility is an existing use within the neighborhood. In addition, a parcel of this size and intended use is ideal for CF zoning classification. It is the intent for the proposed facility to be designed and constructed as per the City of Deerfield Beach zoning ordinance as per what is outlined in the CF (Community Facility) regulations.

2. That the proposed change is consistent with the Goals, Objectives and Policies of the City's Comprehensive Plan:
It is the understanding of the design/development team that the City of Deerfield Beach is in the process of rezoning parcels that are currently zoned by Broward County ordinance.
CF zoning is an ideal zoning classification for a religious facility which are typically located within and near residentially zoned parcels. We feel that this proposed zoning classification is consistent with the goals , objectives and policies of the city's comprehensive plan.

3. That conditions have substantially changed from the date the present zoning district classification was placed on the property, which make the passage of the proposed change necessary:

The leaders of the church has decided to expand the facility in an effort to provide adequate facility for an increasing congregation. In addition, this expansion can include additional services for its growing members which do not exist in their current facility. However, the current zoning ordinance hinders the expansion in particular as it relates to building height.

4. That the proposed change will not adversely influence residential living conditions in the adjacent and neighboring (500 feet) communities:

The proposed change will not adversely influence residential living conditions in the adjacent neighboring communities because, this is an existing use within the community. In addition, with the expansion, it is possible that it may add additional benefit to the neighboring communities because of new services that the facility will offer such as, the child care component.

5. That the proposed change is compatible with the development(s) in the adjacent and neighboring (500 feet) uses and zoning:

The proposed change is compatible with the development(s) in the adjacent and neighboring uses and zoning because, the use is a current use within this community. In addition, this use by nature is typically used by members within the adjacent communities.



March 4, 2020

City of Deerfield Beach
Planning & Zoning Division
150 NE 2nd Avenue
Deerfield Beach, Florida 33441

Re: Site plan approval process for parcel located at 641 NE 40th Street
Deerfield Beach, Florida 33064

A.K.A.: PLAT OF SEC'S 13,24,25&26,T48 R42 S & E 1-8 PB,TRANSCRIBED AS 1-26 B POR TR 22 DESC
AS BEG 840 E OF NW COR TR 22,E 295,S 295.33,W 295,N 295.33,TOG/W TALLMAN PINES 40-39 B LOT
1,2 BLK 4 & W1/2 OF VAC,ST ADJ TO LOT 2,LOT 5 BLK 3 & E1/2 OF VAC ST ADJ TO LOT 5

Sir or Madam.

I, Odany Augustin, Pastor of Bethesda Christian Center Inc, authorize my architect, Ralph E Tait to act
as my authorized agent for any submissions and approval processes in regard to the referenced
Expansion project.

Respectfully.

**Odany Augustin*
Odany Augustin

03-06-2020
Date:

Signed and notarized before me this 5 day of March 2020 *by Odany Augustin*

Notary public





DISCLOSURE AFFIDAVIT

The City of Deerfield Beach requires all applicants, and persons and/or entities doing business with the City, to disclose any potential for or conflict of interest as stated below. Per Ordinance No. 2009/006 of the City of Deerfield Beach, the adopted Ethics Code contains the following:

Section 5. Disclosure and Behavior Requirements of Applicants and Persons/Entity seeking a City contract or currently doing business with the City.

Any applicant for a land use change or development permit requiring approval of the City Commission, or any person/entity seeking a City contract through a request for proposal, request for qualification, or sealed bid process (all referred to as applicant):

- A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.
- B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

1. A listing of all campaign contributions to sitting City Commissioners in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the application is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if it is a limited liability company.

N/A

2. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

N/A

3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

N/A.

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

- C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Odany Augustin, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

*Odany Augustin
Signature

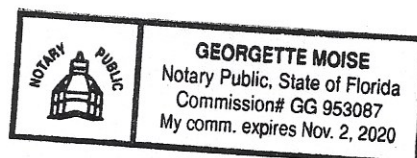
Date 3-5-2020

Sworn to and subscribed before me this 5 day of MARCH, 2020.

By: Odany Augustin

Produced as ID: FLDL# A223-640-610640

[Signature]
Notary Public, State of Florida



LEGEND

- CONCRETE
- ASPHALT PAVEMENT
- ELEVATION
- OVERHEAD WIRES
- UNDERGROUND STORM SEWER LINE
- UNDERGROUND SANITARY SEWER LINE
- CENTERLINE
- O.R.B. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- PG. PAGE
- R/W RIGHT-OF-WAY
- F.D.O.T. FLORIDA DEPT. OF TRANSPORTATION
- M.D.C.R. MIAMI-DADE COUNTY RECORDS
- TP TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
- LB LICENSED BUSINESS
- PALM TREE
- OAK TREE
- MANGO TREE
- UNIDENTIFIED TREE

LEGAL DESCRIPTION:

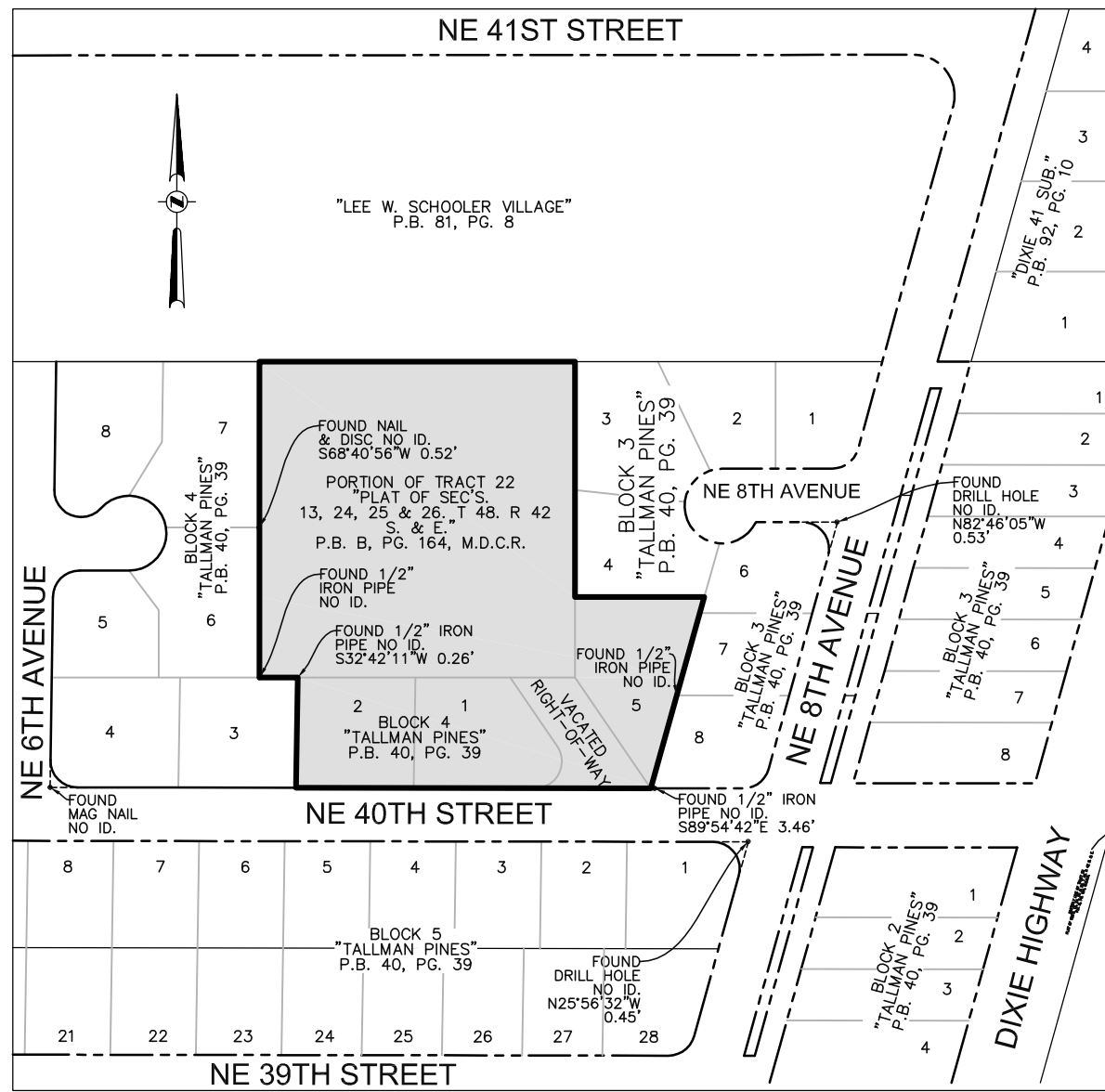
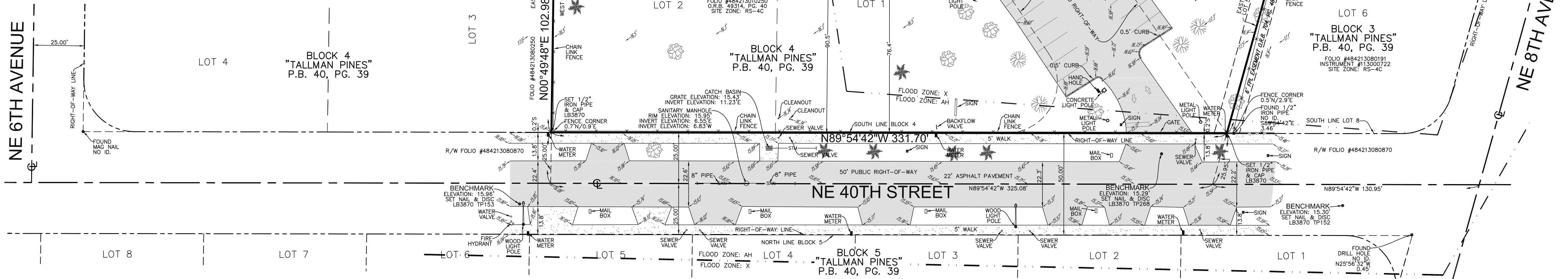
LOTS 1 AND 2 IN BLOCK 4, OF "TALLMAN PINES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND THAT PARCEL OF LAND IN TRACT 22 (LYING WEST OF THE RAILROAD) OF THE SUBDIVISION OF SECTION 13, TOWNSHIP 48 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, AT PAGE 164, IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF SAID TRACT 22 AT A POINT 840 FEET EAST OF THE NORTHWEST CORNER THEREOF, THENCE RUN EAST ALONG SAID NORTH LINE OF TRACT 22, FOR A DISTANCE OF 295 FEET; THENCE RUN SOUTH PERPENDICULAR TO SAID NORTH LINE A DISTANCE OF 295.33 FEET; THENCE RUN WEST PARALLEL TO THE SAID NORTH LINE OF TRACT 22 FOR A DISTANCE OF 295 FEET; THENCE RUN NORTH 295.33 FEET TO THE POINT OF BEGINNING; CONTAINING TWO (2) ACRES MORE OR LESS, AND LOT 5, BLOCK 3, OF "TALLMAN PINES", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 40, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND THAT PART OF THE VACATED RIGHT-OF-WAY LYING BETWEEN LOT 1, BLOCK 4 AND LOT 5, BLOCK 3 OF "TALLMAN PINES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

CONTAINING +/- 3 ACRES 131,079 SQ.FT MORE OR LESS.

NOTES:

- ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. F.D.O.T. BENCHMARK STAMPED: 010 2011; ELEVATION: 15.16'.
- FLOOD ZONE: AH/X; BASE FLOOD ELEVATION: 17'NONE; PANEL #125101 0188H; MAP DATE: 08/15/14.
- THIS SITE LIES IN SECTION 13, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.
- BEARINGS ARE BASED ON THE SOUTH LINE OF BLOCK 4 BEING N89°54'42"W.
- REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
- THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'.
- THIS SITE CONTAINS 69 TOTAL PARKING SPACES (66 REGULAR & 3 DISABLED).
- THIS SURVEY WAS PREPARED WITH BENEFIT OF TITLE CERTIFICATE, SEARCH NO. 19-806-8, PREPARED BY PARAMOUNT TITLE SERVICES, INC, DATED JULY 8, 2019. THE FOLLOWING ITEMS ARE EASEMENTS AND RIGHTS-OF-WAY DOCUMENTS IN SAID CERTIFICATE:
 - ITEM 1: EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND CONDITIONS IN PLAT BOOK B, PAGE 164 APPLY TO THIS SITE. THERE ARE NO PLATTED EASEMENTS.
 - ITEM 2: EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND CONDITIONS IN PLAT BOOK 40, PAGE 39 APPLY TO THIS SITE AS DEPICTED HEREON.
 - ITEM 3: DECLARATION OF RESTRICTIONS IN O.R.B. 680, PAGE 41 APPLIED TO THIS SITE, BUT HAS EXPIRED.
 - ITEM 4: FLORIDA POWER & LIGHT COMPANY EASEMENT IN O.R.B. 704, PAGE 488 APPLIES TO THIS SITE AS DEPICTED HEREON.
- ALL RECORDED DOCUMENTS ARE PER BROWARD COUNTY RECORDS UNLESS OTHERWISE NOTED.



VICINITY MAP
NOT TO SCALE

CERTIFICATION:

TO BETHSADA CHRISTIAN CENTER, INC., A FLORIDA CORPORATION;
PARAMOUNT TITLE SERVICES, INC.:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, 9, & 11 OF TABLE A THEREOF.

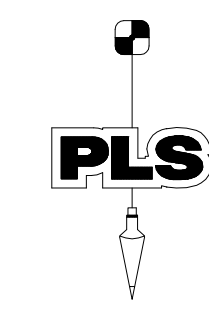
- JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
- BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
- VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274

5		
4		
3		
2		
1		
NO.	REVISIONS	BY

BETHSADA CHRISTIAN CENTER
641 NE 40TH STREET
DEERFIELD BEACH, BROWARD COUNTY
FLORIDA 33064

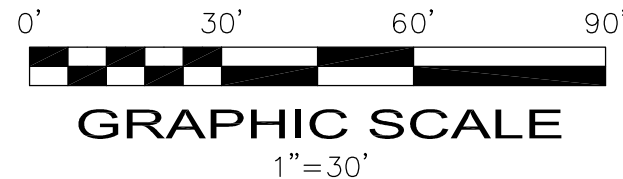
BOUNDARY AND TOPOGRAPHIC SURVEY ALTA/NSPS LAND TITLE SURVEY

PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@puliceandsurveyors.com
WEBSITE: www.puliceandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870



DRAWN BY: B.E.	SCALE: 1" = 30'	FILE: BETHSADA CHRISTIAN CENTER
CHECKED BY: J.F.P.	SURVEY DATE: 07/01/19	ORDER NO.: 66130

COPYRIGHT 2019 BY PULICE LAND SURVEYORS, INC. ALL RIGHTS RESERVED. NO PART OF THIS SURVEY MAY BE REPRODUCED, IN ANY FORM OR BY ANY MEANS, WITHOUT PERMISSION IN WRITING FROM AN OFFICER OF PULICE LAND SURVEYORS, INC.





City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1810

Agenda Date: 4/25/2023

Status: PUBLIC HEARINGS -
SECOND READING

In Control: City Commission

Title

P.H. 2023-062: APPLICATION 20-CF-41 (*Quasi-Judicial Public Hearing*)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Applicant is seeking major site plan approval to demolish an existing one-story vacant, residential type building toward the rear of the parcel and renovate an existing one-story sanctuary building to a fellowship hall and construct a new worship facility. The new building will comprise 23,149 square feet and will contain a sanctuary, prayer room, Sunday school room, conference room, fitness center, restrooms, kitchen and childcare facilities. Finally, a third building, which is a one-story residential-like structure, will have façade renovations to harmonize with the new construction.

A traffic impact analysis was submitted with the site plan application and reviewed by the City's traffic consultant. Since the analysis of the proposed development resulted in less than 500 daily trips, a trip impact analysis was not required. The site meets all setback, bulk, parking, lighting, landscape and appearance requirements.

The Planning and Zoning Division is unaware of any historical significance of the property or prior historical activities associated with the site.

On February 8, 2023, the item was heard and approved by the Community Appearance Board. The Board stipulated that the picket fence on the south side of the site be switched from white to anodized bronze. The appropriate sheets have been updated and are included in the packet.

On March 2, 2023, the item was heard by the Planning and Zoning Board and the Board unanimously recommended approval of the project.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A MAJOR SITE PLAN APPLICATION FROM BETHESDA CHRISTIAN CENTER, INC., TO DEMOLISH AN EXISTING ONE-STORY VACANT BUILDING, CONSTRUCT A NEW 23,149 SQUARE FOOT WORSHIP FACILITY AND RENOVATE AN EXISTING ONE-STORY SANCTUARY BUILDING AND RELATED SITE IMPROVEMENTS AT THE PROPERTY LOCATED AT 641 NE 40TH STREET, DEERFIELD BEACH, FLORIDA, IN THE COMMUNITY FACILITIES ZONING DISTRICT (APPLICATION NO. 20-CF-41); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 20-CF-41 (the “Site Plan Application”) has been submitted to the City by Bethesda Christian Center, Inc. (the “Applicant”) seeking site plan approval to demolish an existing one-story vacant building, construct a new 23,149 square foot worship facility, and renovate an existing one-story sanctuary building and related site improvements on the property located at 641 NE 40th Street, Deerfield Beach, Florida (collectively, the “Development”); and

WHEREAS, the Development site is an approximately 2.968 acre parcel of land legally described as BETHESDA CHRISTIAN CENTER 183-470 B PARCEL A, and located at 641 NE 40th Street, Deerfield Beach, Florida (the “Property”); and

WHEREAS, the Property is currently developed with two, one-story residential type structures and a one-story sanctuary building; and

WHEREAS, the Site Plan Application includes renovating the existing sanctuary building into a fellowship hall, constructing a new two-story, 23,149 square feet worship facility to contain a sanctuary, prayer room, Sunday school room, conference room, fitness center, restrooms, kitchen, and childcare facilities, and demolishing one of the existing, one-story residential types structures to the rear of the property and façade improvements to the other, located near the existing worship building, to harmonize with the exterior of the new construction; and

WHEREAS, the Site Plan Application was reviewed by pertinent City staff, the Community Appearance Board recommended approval of the Site Plan Application on February 8, 2023, and the Planning and Zoning Board voted to recommend approval on March 2, 2023; and

WHEREAS, based upon the evidence in the record and presented at the hearing before the City Commission, the City Commission finds that all applicable Land Development Code requirements have been met, the Site Plan Application is consistent with the City’s Comprehensive Plan and approval of the Site Plan Application is in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The Site Plan Application is hereby approved, subject to the conditions set forth in the Site Plan Application and the Development Review Comments as amended, and dated February 22, 2023, all of which conditions are incorporated herein by this reference and shall be satisfied by the Applicant.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING A MAJOR SITE PLAN APPLICATION FROM BETHESDA CHRISTIAN CENTER, INC., TO DEMOLISH AN EXISTING ONE-STORY VACANT BUILDING, CONSTRUCT A NEW 23,149 SQUARE FOOT WORSHIP FACILITY AND RENOVATE AN EXISTING ONE-STORY SANCTUARY BUILDING AND RELATED SITE IMPROVEMENTS AT THE PROPERTY LOCATED AT 641 NE 40TH STREET, DEERFIELD BEACH, FLORIDA, IN THE COMMUNITY FACILITIES ZONING DISTRICT (APPLICATION NO. 20-CF-41); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 20-CF-41 (the “Site Plan Application”) has been submitted to the City by Bethesda Christian Center, Inc. (the “Applicant”) seeking site plan approval to demolish an existing one-story vacant building, construct a new 23,149 square foot worship facility, and renovate an existing one-story sanctuary building and related site improvements on the property located at 641 NE 40th Street, Deerfield Beach, Florida (collectively, the “Development”); and

WHEREAS, the Development site is an approximately 2.968 acre parcel of land legally described as BETHESDA CHRISTIAN CENTER 183-470 B PARCEL A, and located at 641 NE 40th Street, Deerfield Beach, Florida (the “Property”); and

WHEREAS, the City Commission finds that the Site Plan Application for the Property fails to satisfy the requirements of Section _____ of the City of Deerfield Beach Land Development Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The Site Plan Application is hereby denied based upon the failure to meet the requirements of Section _____ of the City of Deerfield Beach Land Development Code.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



PUBLIC HEARING NOTICE

April 14, 2023

Dear Property Owner:

This is to notify you that the CITY COMMISSION of the City of Deerfield Beach, a municipal corporation of Florida, shall hear an application for:

P.H. 2023-062: APPLICATION 20-CF-41

Applicant: **Bethesda Christian Center, Inc.**

Proposal: Major Site Plan approval for a proposed two-story expansion and associated site improvements, on an approximate 3.0-acre site.

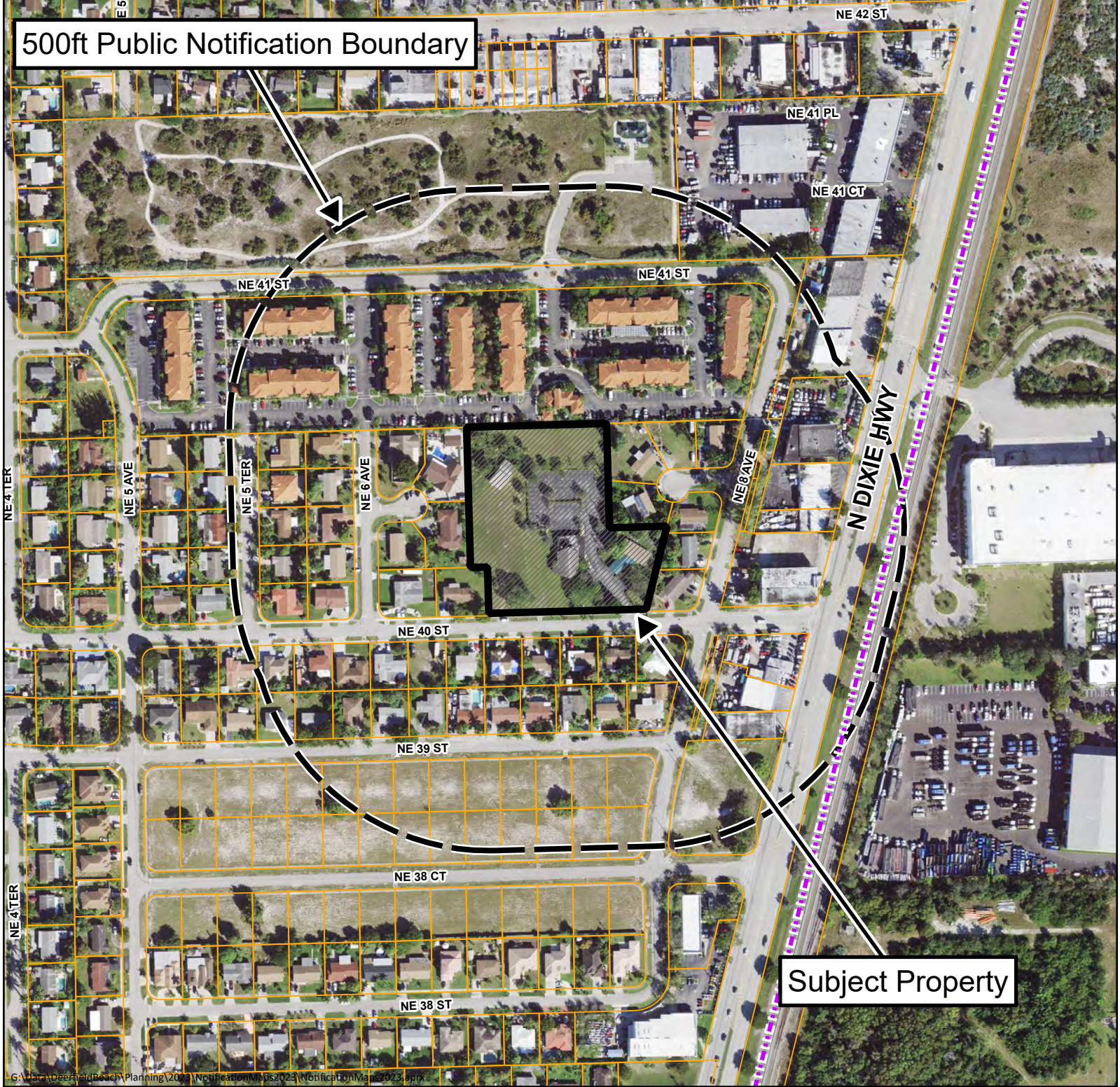
Location: The property is generally described BETHESDA CHRISTIAN CENTER 183-470 B PARCEL A, more particularly described in the file, and located at 41 NE 40th Street.

A public hearing will be held on **TUESDAY, APRIL 25, 2023 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

At said meeting interested persons may appear and be heard with respect to the public hearing. Any person who decides to appeal any decision made by the City Commission with respect to any matter considered at this hearing would need a record of the proceedings. And for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The above notice is required by State Law (FS 286.0105). **Any person desiring a verbatim transcript shall have the responsibility, at his own expense, to arrange for the presence at the hearing of a certified court reporter.** A full transcript of the proceedings will be needed to appeal any decision of the City Commission.

Any person requiring auxiliary aids and services at this hearing may contact the City Clerk's Office at (954) 480-4213 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

Heather Montemayor, CMC, City Clerk

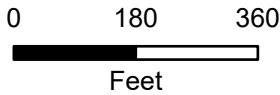


Public Hearing Notice Map

20-R-193 and 20-CF-41

641 NE 40 ST

For additional information
call the Planning Department at 954-480-4206
or visit www.deerfield-beach/boardagendas





PUBLIC NOTICE

APPLICATION

20-R-193

20-CF-41

February 15, 2023

Dear Property Owner:

This is to notify you that the **PLANNING AND ZONING BOARD** of the City of Deerfield Beach, a municipal corporation of Florida, shall hear an application for:

Bethesda Christian Center Inc.

Seeking rezoning approval from I-1c, Institutional and Educational District and RS-4c, One-family detached dwelling District to CF, Community Facilities District, and seeking major site plan approval for a proposed two-story expansion and associated site improvements, on an approximate 3.0-acre site described as BETHESDA CHRISTIAN CENTER 183-470 B PARCEL A, more particularly described in the file, and located at **41 NE 40th Street**.

A public hearing will be held on **THURSDAY, March 2, 2023, at 7:00 P.M.** in the **City Hall Commission Chambers, located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441**. All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/boardagendas or you may contact the Planning Office during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

Any person wishing to appeal any decision made by the Planning and Zoning Board with respect to any of the above, will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. The above notice is required by State Law (FS 286.0105.) **Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence at the hearing of a certified court reporter.** A full transcript of the proceedings will be needed in order to appeal any decision of the Board. If anyone requires auxiliary aids for communication, please call (954) 480-4206.

Eric M. Power
Director of Planning & Development Services



Development Review Committee

Summary Report

Development Plan Application Review

General Information

Application No.	20-CF-41
Project Name:	Bethesda Christian Center
Applicant:	Bethesda Christian Center, Inc.
Agent:	Ralph Tait
Requested Action/Description:	Major Site Plan approval for a proposed two-story expansion and associated site improvements, on an approximate 3.0-acre site.
Location:	641 NE 40 th Street.
Legal Description:	Generally described BETHESDA CHRISTIAN CENTER 183-470 B PARCEL A, more particularly described in the file.
Size:	2.968 acres
Existing Zoning:	I-1c, Institutional and Educational District and RS-4c, One-family detached dwelling District
Existing Land Use:	Community Facility
Future Land Use Plan Designation:	Residential Low (5 DU/AC)
Surrounding Land Use and Zoning:	
<u>Existing Land Use</u>	<u>Zoning</u>
North: Apartment buildings	RM-25 Residence, Multifamily
East: Single family residences	RM-5c Multiple-family dwelling
South: Single family residences	RS-4c One-family detached dwelling
West: Single family residences	RS-4c One-family detached dwelling
Applicable Regulations:	Deerfield Beach Land Development Code
Plat Restrictions:	None

Department Comments & Requirements

REQUEST: Seeking Major Site Plan approval for a proposed two-story expansion and associated site improvements, on an approximate 3.0-acre site.

BACKGROUND:

The project site is located on the north side of NE 40th Street, approximately 400 feet west of the NE 40th Street and Dixie Highway intersection. This site is currently developed with two one-story, residential type structures and a one-story sanctuary building. The applicant intends to renovate the existing sanctuary building into a fellowship hall and construct a new worship facility. The new, two-story building will comprise 23,149 square feet and will contain a sanctuary, prayer room, Sunday school room, conference room, fitness center, restrooms, kitchen, and childcare facilities. The applicant intends to demolish one of the existing, one-story residential types structures to the rear of the property and provide façade improvements to the other, located near the existing worship building, to harmonize with the exterior of the new construction.

A traffic impact analysis was submitted with the site plan application and reviewed by the City's traffic consultant. Since the analysis of the proposed development resulted in less than 500 daily trips, a trip impact analysis was not required. The site meets all setback, bulk, parking, lighting, landscape and appearance requirements.

The Planning and Zoning Division is unaware of any historical significance of the property or prior historical activities associated with the site.

On February 8, 2022, the item was heard and approved by the Community Appearance Board. The Board stipulated that the picket fence on the south side of the site be switched from white to anodized bronze. The appropriate sheets have been updated and are included in the packet.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

The application has been reviewed by the Development Review Committee (Planning & Zoning, Landscape, Environmental Services, Sanitation, Traffic). Staff comments have been addressed and the application is considered to be in compliance with the Land Development Code. Staff DRC comments are attached to this report.

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan. Per Section 98-9, no permit or approval for development of land shall be approved which does not comply with the goals, objectives and policies (GOPs) of the Deerfield Beach Comprehensive Plan. The Future Land Use (FLU) Map designation identifies the site as Residential Low (5 DU/AC), and the Plan indicates churches/houses of worship to be appropriate in this land use category.
2. Land Development Requirements: Pursuant to the City of Deerfield Beach official zoning map, the property is currently located within the I-1c, Institutional and Educational District and RS-4c, One-family detached dwelling District. The applicant has petitioned to rezone the property to CF, Community Facility. This zoning district is more appropriate for the proposed development, and the proposed development complies with all of the zoning requirements for the CF, Community Facility zoning district, and the permitted uses are all permitted uses within that zoning district.

3. Finding of compatibility of a proposed development with adjacent and neighboring (500 feet) uses and zoning; Per Section 98-17(15), there must be a finding of compatibility as defined in the Land Development Regulations, between adjacent and neighboring uses (500 feet) and the proposed development. By definition, compatibility is to be measured based on the following compatibility characteristics of the proposed development in relationship to the immediate surrounding area;

(a) Permitted uses, structures and activities allowed within the zoning category;

All of the proposed uses are permitted within the CF, Community Facility zoning district and the structures are designed to meet all required setbacks and bulk requirements in that zoning district.

(b) Building location, dimensions, height and floor area;

The proposed building and existing buildings to remain are located centrally to the interior of the site and exceeds all setback requirements. The proposed two-story place of worship building is a maximum 34'-1" high to top of roof deck (40'-4" to top of mansard roof), and a maximum lot of coverage of 18.3% of the site area and floor area ratio of 0.21. All bulk requirements for this zoning district are met.

(c) Location and extent of parking, access drives and service areas;

The parking, access drives and service areas are distributed around the perimeter of the site. The parking provided for the site meets that which is required by code or 157 spaces. The trash enclosure is located in the back of the site and provides sufficient access for the garbage truck and is screened by landscaping and a 6' high masonry wall. The drive aisles, and drive-thru facility meet code requirements. The proper turning radii for the fire truck were provided on the site.

(d) Traffic generation, hours of operation, noise levels and outdoor lighting;

The proposed development plan was reviewed by the City's traffic engineering consultant and was determined to be sufficient. It is recommended that the Applicant use off duty traffic enforcement for major events to evenly distribute trips back onto local roads. The site is in a location where noise will be minimal. The propose outdoor lighting meets the code requirements for lighting.

(e) Alteration of light and air;

The proposed building exceeds the setback requirements for the CF, Community Facility zoning district, and thus is providing more light and air, than what would be required by the zoning regulations.

(f) Setbacks and buffers – Fences, walls, landscaping and open space treatment. To be compatible, design treatments must reflect consideration of adjoining and surrounding development and land use;

The proposed development exceeds setback and landscape requirements and meets all required buffer requirements. The proposed masonry wall and fencing around the site's perimeter coordinate with the building design, as does the trash enclosure which will be screened by landscaping and the perimeter masonry wall. The landscaping and architecture of the building were designed to be compatible with the surrounding buildings and uses.

- (g) *Conditions, uses or activities which pose a significant risk to the safety or security to those under 18 years of age using schools, churches, parks, playgrounds or other facilities which cater to those under 18 years of age;*

The proposed use is located within a primarily residential neighborhood, some 400 feet or more away from an intersection with a major road. The site includes facilities that cater to those under 18 years of age. Therefore, the proposed house of worship and associated uses do not pose a significant risk to the safety or security of minors.

- (h) *Outside activities associated with the proposed use which could interfere with the peace and/or tranquility of residences or propose a significant risk to the safety or security of children in public or private schools, day care facilities, churches, parks, playgrounds and other places that cater to children under the age of 18 or places which regularly provide facilities for such children to gather; and*

There are no places where children under the age of 18 gather in the vicinity of the proposed house of worship. No schools, day care facilities or parks surround the property.

- (i) *Conditions, uses or activities which could pose a significant risk to the safety or security of single-family residences within 500 feet of the lot upon which the use will occur.*

While single-family residences that are located within 500 feet of the subject property, the proposed house of worship will only be open at limited times during the week. These residences will not be overly impacted by the proposed development outside of these limited times.

SUMMARY & REQUIREMENTS

Staff's review of application 20-CF-41 has found that the proposed project is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan, and the proposed use is permitted per the Land Development Code.

This report contains the requirements of the Deerfield Beach Development Review Committee members relative to this site development plan application. If there are any questions or issues regarding compliance with any of the requirements in this report, the respective department should be contacted directly.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Bethesda Christian Center	Application No.:	20-CF-41
Reviewer Name:	Chris Suneson	Project Address:	641 NE 40th St
Department/Division:	Planning & Zoning		
Position:	Asst Director		
Date of Review:	11-30-22		
Submittal No.:	5		

A. APPLICATION / GENERAL COMMENTS:

APPLICATION / GENERAL COMMENTS:	
1.	Per Section 98-13(b)(5), provide disclosure affidavit for listed agent, Ralph Tait.
1.a.	Comment addressed.
2.	Impact Fees to be determined with resubmittal. Per the requirements of Chapter 98-17.1 the applicant is required to pay impact fees for Public Safety and Parks. Payment of these fees are due at the time of Building permit submittal. Please note that if the project changes in size or intensity, the below calculations may also change. An impact fee calculation sheet will be given to the applicant when the project is complete. 1. Fire Rescue \$ 1,519.96 2. Police \$ 2,557.69 3. Parks \$ 2,060.00
2.a.	Comment acknowledged.
3	All resubmittals shall be provided with a written narrative responding to all comments.
3.a.	Comment acknowledged.
4.	Cost recovery fees – pursuant to Chapter 98, Article VII of the Land Development Code, cost recovery fees will be payable by the Applicant for review of the proposed. A cost recovery account will need to be established with the City, with payment required prior to being scheduled for the first public hearing. This fee is payable to the City of Deerfield Beach. Should the City's consult fees exceed the deposit amount, additional fees may be payable by the Applicant. The amount of cost recovery fees, if required, will be provided after submittal of a trip generation calculation.
4.a.	Comment acknowledged.
5.	The Project coordinator, Jenna Lane, shall be the primary point of contact between the applicant and the City during the DRC process. The applicant shall not contact a City consultant without first contacting the project coordinator. Furthermore, the applicant must notify or copy via email any conversation or contact the applicant has with a separate division or department of the City.

Development Plan Application Comments

5.a.	Comment acknowledged.
6.	Per Sec. 98-17(2) provide a trip generation analysis for the proposed use by a certified traffic engineer in accordance with the ITE Trip Generation Manual. Upon receipt, review by the City's Traffic Engineering consultant may be required and cost recovery fees may be payable.
6.a.	Comment pending. Trip generation analysis only includes weekday trip calculations. Analysis must include calculations for Sunday and the weekend.
6.b.	Comment not addressed. Response sheet states updated the trip analysis was provided; however, no updated trip generation analysis was included in the resubmittal application.
6.c.	Trip Impact Analysis submitted. Comments to be provided when available.
6.d.	Comment acknowledged. Staff will provide a condition requiring the church to use off duty traffic enforcement for major events to evenly distribute trips back onto the local roads.
7.	Community Appearance Board approval is required prior to approval of site plan. Staff will notify the applicant once application submittal is to be scheduled as item on an agenda. The applicant shall provide both existing and proposed elevations to determine building facades will complement each other. Once staff has advised the item is ready to be scheduled for CAB, submit five (5) sets of revised plans in 11" x 17" with Community Appearance Board application, which include colored building elevations and complete site plan sets.
7.a.	Comment acknowledged.
NEW COMMENT 10/21/20	
8.	Clouding is demonstrated on several pages within plan set. Remove clouding from all plans and the hatching on the existing structures on the site plan.
8.a.	Comment addressed. Clouding removed from plans.
9.	Provide clarification in narrative on use of remaining single family residence and how playground and proposed use of house will correspond with one another. Additionally, provide further detail in the narrative on both the proposed day care use and fitness area. (i.e. Daycare: how many children will be enrolled, the ages of the children, how many employees, days and time of operation, whether the day care operates independently from church service times; Fitness area: Hours of operation, who the fitness area is available to, etc.) Please note that additional parking may be required based on whether the uses are functioning independent from church services.
9.a.	Comment partially addressed. Although the narrative explains that the single family-like building is going to remain as is, it expresses that it will function as a non-residential use, providing additional space for storage, fellowship groups, and Sunday school on an as-needed basis. Revise the first paragraph in the narrative to clarify that the single family residential building will remain in the same footprint but the use will convert from dwelling unit to additional storage and meeting space as referred to above. Include a statement about the proposed improvements to the elevations (painting) to demonstrate architectural compatibility with the proposed principal structure. Remove the last sentence in the narrative stating that it will remain "as is".

Development Plan Application Comments

	Note that the single family structure must demonstrate the proposed use of the building, not the existing residential use. Update the data table/notations on the site plan and site plan sheet to reflect the changes.
9.b.	Comment addressed. Narrative updated.
	NEW COMMENT 5/7/21
10.	Remove all numbered boxes on plan sheets A-204 and A-105 titled "Not Used".
10.a.	Comment not addressed.
10.b.	Comment addressed.
11.	Per Section 98-13(b)(4) Provide the following filing fee(s) as provided in the City's fee schedule (Resolution 2018/194): • Resubmittal of application after 3rd submittal (per submittal): \$630.00 Provide fee of \$630.00 payable to the City of Deerfield Beach upon resubmittal of application package.
11.a.	Comment addressed.

B.

COVERPAGE:	
1.	Remove conceptual engineering sheets from the site plan set and omit reference to the sheets from index.
1.a.	Comment addressed.
2.	Index is inconsistent with required order of plan set. Per Section 98-13(8), the plan set should be in the following order: cover page, survey, site plan, elevations, floor plans, landscape plan, irrigation plan, and photometric plan. Revise the order of the plan set and the index on the cover page to meet Code requirements. Additional sheets that may be necessary to provide further detail may be included behind the required sheet (ie Architectural Site Plan, <i>then</i> Site Data). Revise sheet numbers to reflect corrected order.
2.a.	Comment partially addressed. Rename <i>A-105: Floor Plan Existing Building #3</i> and relocate behind <i>A-104-.1: Building Elevations Exist. Chapel Bldg #2</i> . Refer to comment 3.a. of Table F. for additional information related to Sheet A-105.
2.b.	Comment partially addressed. Omit Sheet <i>A-104.1- Building Elevations Exist Chapel Bldg #2</i> from sheet index as it no longer exists within plan set.
2.c.	Comment addressed.

C.

SURVEY:	
1.	Per Section 98-13(8)(b)(1) Provide gross and net acreage and square footage on survey for all properties included in application.
1.a.	Comment not addressed. Approved Plat Application No. 20-P-226 associated with this development plan demonstrates dedication of a 5 ft. right of way. Provide an updated survey reflective of the 5 ft. right of way dedication.
1.b.	Comment addressed. Survey updated to reflect proposed right of way dedication.

Development Plan Application Comments

D.

SITE PLAN:	
1.	Data provided on Sheet AS-100.-<i>Site Data</i> is either unnecessary or must be relocated to Sheet AS-101.-<i>Architectural Site Plan</i>. Omit <i>Location Map</i>, <i>Legal Description</i>, <i>Traffic Control Information</i> and relocate the dumpster detail, Setback table, and all applicable information from the Site Data (see comment #2) to Site Plan sheet AS-101. Staff recommends the information provided within the “Traffic Control Information” table be added to the project narrative. When adding the information to the narrative, provide clarification on what “animation” service entails, as referenced on the traffic control information table.
1.a.	Comment addressed. Narrative and site plan sheets updated.
2.	Multiple data tables are shown on the Sheet AS-100. Per Section 98-13(8)(c)(16) The site data table on site plan sheet requires the existing, required, and proposed calculations or measurements for the following listed below. Omit all other tables and additional information from table(s) from the site data sheet. i. Existing and proposed land uses and zoning designations; ii. Gross and net acreage of total site; iii. Floor area ratio (FAR); iv. Lot coverage; v. Square footage of all existing and proposed uses; vi. Total landscape (pervious) and impervious area; vii. Total percentage of landscaped open space; viii. Maximum height of all buildings; ix. Minimum building setback to all property lines (required and proposed); Total number of parking spaces (required, and proposed), including compact, and ADA accessible spaces Ensure that square footage calculations are provided for each existing and proposed use demonstrated on the plans (i.e. daycare, worship area, pastor’s office, etc.) within the site data table on the site plan.
2.a.	Comment addressed.
3.	Parking details and wheel stop details were not included on the site plan for standard or compact spaces. Per Section 98-13(8)(c)(2) Provide the proposed off-street parking spaces, and driveways, including location, dimensions, setbacks, ADA compliance and location of loading zones. Ensure park stops are 30” from edge of pavement.
3.a.	Comment not addressed. Only ADA parking details were included on the Sheet AS-102. Provide standard and compact space details on Sheet AS-102.
3.b.	Comment addressed.
4.	Per Code Section 98-88(n)(1) a maximum of 75% of proposed parking spaces shall be compact; the remaining spaces must be standard at 10’x20’. Update the plans and site data calculations to reflect Code requirements.
4.a.	Comment addressed.
5.	Remove “Existing Pool/Deck” if it is no longer on the site. If the pool/deck will remain, provide label for the referenced area.
5.a.	Comment partially addressed. Drawing demonstrates existing conditions of pool/deck; however, the area is labeled “Exist. Concrete Area shall be removed replaced with sod”. Revise site plan drawing to reflect all proposed work.

Development Plan Application Comments

5.b.	Comment addressed. Subject area is proposed as “playground area”
6.	The site plan drawing is missing dimensions and labels identifying the proposed and existing uses. Per Section 98-13(8)(c)(1) Provide labels and dimensions for both existing and proposed uses, buildings and other structures, including use, height, dimensions, and setbacks (i.e. fountains, walkways, patios, gates, etc.) A legend may be provided if necessary.
6.a.	Comment partially addressed. Label rectangular boxes adjacent to stairwells to the south of the proposed 2-story place of worship. Ensure all items are labeled on site plan.
6.b.	Comment addressed.
7.	Per Section 98-13(8)(c)(4) Provide existing and proposed ground mounted electrical and mechanical equipment and screening.
7.a.	Comment addressed.
8.	Per Section 98-13(8)(c)(14) Provide setback measurements of the existing freestanding sign. Confirm if any other freestanding signs are proposed on the site and label accordingly.
8.a.	Comment partially addressed. Confirm if any freestanding signs are proposed, excluding the existing freestanding sign fronting NE 40th St.
8.b.	Comment partially addressed. Applicant states existing signage will remain and no modifications are proposed; however, the location of the aluminum picket fence appears to be in the same location as the signage. Update the site plan to relocate the fencing or confirm whether the signage will be relocated.
8.c.	Comment partially addressed. Fencing is proposed three and one-half feet from the front (south) lot line. Relocate the proposed fencing to be setback a minimum of five feet from the front yard property line, per Code Section 98-77(1)a.
8.d.	Comment addressed. Fencing located 5' from front property line (after ROW dedication) and existing free-standing sign removed.
9.	Site plan drawing demonstrates an existing masonry wall to remain along the northwestern portion of the site. Chain link fencing is also proposed around several portions of the site which do not appear to have an existing wall. Per Code Section 98-77(3) Where any non-residential use directly abuts a residential zone or residentially-developed site or where said nonresidential use is within 25 feet of a residential zone or residentially-developed site, or where a nonresidential use within a multifamily residential zone abuts a residential use in the same or a different residential zone, it shall be screened from the adjoining residential zone or use by a solid, concrete block wall at least six feet but not more than eight feet in height. Revise site plan to demonstrate minimum six foot wall along the side and rear yards. Provide elevation of the wall (existing and proposed) with material and color on elevation sheet in addition to any other fencing type that is proposed on the site. Additionally, ensure that wherever a proposed fence is shown that it is clearly identifiable, as a bold line was used similar to the property line boundary lines.
9.a.	Comment addressed.
10.	Provide dimensions for all permanent features demonstrated on the site including but not limited to the fountain, walkways, patios, etc.
10.a.	Comment addressed.
11.	Label the two rectangular objects located in the northeast corner of the site.
11.a.	Comment addressed.
12.	Ensure that the proposed setbacks are being measured from the property lines to the furthest most projecting portion of the structures (the shortest linear distance

Development Plan Application Comments

	from the property line).
12.a.	Comment not addressed. Several setbacks and dimensions are measured from the dedicated right of way. Remove all setback measurements demonstrated from the right of way and ensure all calculations (excluding the gross site area calculation) are measured from the newly established property line along NE 40 th St.
12.b.	Comment addressed.
	NEW COMMENT 10/21/20
13.	Confirm whether existing wood light pole will remain.
13.a.	Comment partially addressed. Response sheet states that the existing wooden light pole is proposed to be removed; however, it is still demonstrated on the site plan. Revise the site plan sheet and omit the light pole from the site plan if it is being removed.
13.b.	Comment addressed.
14.	Existing signage is not consistent with the sign demonstrated on the landscape plans (Sheet L-2). If modifications are proposed to the signage, they must be demonstrated on the site plan. Ensure landscape plan is consistent with all sheets within plan set.
14.a.	Comment partially addressed. Applicant states no modification to the existing signage is proposed; however, the location of the aluminum picket fence appears to be in the same location as the signage. Ensure that the correction to the site plan regarding the conflicting fence is reflected on the landscape plan.
14.b.	Comment partially addressed. Fence is demonstrated a distance of 3 feet 6 inches from the proposed front (south) lot line. Per Code Section 98-77(1)a., fencing must be located a minimum of 5 feet away from the property lines. Revise all applicable sheets to reflect the change.
14.c.	Comment addressed. Fencing located 5' from front property line (after ROW dedication) and existing free-standing sign removed.
16.	Site Data calculations list 628 church seats exist within chapel area; however, drawings and seat count on floor plans are not consistent. Ensure seat calculations are consistent throughout plans. Update parking calculations as necessary.
16.a.	Comment addressed.
	NEW COMMENTS 5/7/21
17.	Site data states that the one existing dwelling unit is not included in the scope of work. However, the narrative and plans demonstrate the conversion of the residence into nonresidential space (space for storage, Sunday school, fellowship group, etc.). Revise the note and update label from "Existing 1-story residence" to the proposed use of the building.
17.a.	Comment addressed.
18.	Remove the thin and thick dashed lines that are demonstrated within the site plan drawing crossing through the buildings and property lines as they are inconsistent with the legend provided and are not required on the site plan sheet.
18.a.	Comment addressed.

E.

ELEVATIONS:	
1.	Demonstrate location and details of proposed building signage on elevations.
1.a.	Comment partially addressed. Ensure signage will comply with Code Section 102-8(c)(i.e. sign total area, etc.). Note: building sign shall not exceed 100 SF.
1.b.	Comment addressed.
2.	Height is measured incorrectly. Per 98-3 height is measured from the finish grade

Development Plan Application Comments

	at the center of the front of the building to the mean heights level between eaves and ridges for gable, hip and gambrel roofs. Revise elevations and site data table to include height as defined by Code.
2.a.	Comment not addressed.
2.b.	Comment addressed.
3.	Per Section 98-13(8)(d)3. Provide proposed screening of mechanical equipment and dimensions of all features demonstrated on elevations.
3.a.	Comment partially addressed. Refer to comment no. 6.a. below.
3.b.	Comment partially addressed. Refer to comment 6.b. below.
3.c.	Comment addressed.
4.	Per 98-13(8)(d)1. Dimension all features demonstrated on the elevations including but not limited to windows, doors, and architectural elements.
4.a.	Comment partially addressed. Refer to comment no. 6.a. below.
4.b.	Partially addressed. Provide dimensions, colors, and materials of proposed crosses on the proposed building.
4.c.	Comment addressed.
5.	Remove shadows from building elevations.
5.a.	Comment addressed.
6.	Provide the existing and proposed elevations of the existing chapel and 1-story residence meeting the Code requirements referenced in previous comments in table.
6.a.	Comment not addressed. Dimensions of all features, materials, and colors were not provided. Per 98-13(8)(d)1., demonstrate and dimension all features on existing elevations of both buildings, including but not limited to doors, windows, and architectural elements. Ensure elevations reflect existing conditions of building, if no work is proposed.
6.b.	Comment partially addressed. Remove diagonal lines from doorways demonstrated on Sheet A-201, A-203 and A-204. Provide material legend/labels identifying the building materials of existing buildings, and the color of the shingles for the existing buildings. Additionally, screening is demonstrated for the existing mechanical equipment on A-203. Confirm whether the screening is proposed or existing, including the linear dimensions, material proposed. Ensure the mechanical equipment is demonstrated on all applicable elevations (north, east, and west). The north elevation on A-203 demonstrates the roofing, mechanical equipment, and 2nd story inconsistent with the elevation as it appears in recent pictometry on the Broward County Property Appraiser website. Ensure the existing configuration of the building and shown on the elevations if not proposed to be modified, are reflected on the elevations.
6.c.	Comment not addressed. Revise the elevations to address the following: - Omit diagonal lines still demonstrated on doorways - Identify the materials the doors, windows, and trims on Sheets A-203 and A-204 - Demonstrate a minimum of two colors for each elevation on the existing buildings demonstrated on sheets A-203 and A-204.
6.d.	Comment addressed.
NEW COMMENTS 10/21/20	
7.	Provide freestanding sign details and elevations on elevation sheets. Ensure

Development Plan Application Comments

	height, sign area, and proposed materials/colors are demonstrated.
7.a.	Comment not addressed. Existing freestanding signage elevation was included on Sheet A-104-Exist. <i>Building #2 Floor Plan</i> without identified building materials, colors, and sign area calculations. Relocate sign elevation details to Elevation Sheet A-202, include the sign area, height, material and color legend. Ensure the required landscaping and features (as depicted in the landscape plan) are demonstrated on the elevation consistent with the landscaping plan.
7.b.	Comment not addressed. - Identify materials and colors for the existing freestanding signage. - Demonstrate landscaping surrounding freestanding signage in compliance with 102-9(c), consistent with landscaping plans.
7.c.	Comment addressed. Existing sign removed from site plan.
8.	Remove clouding from elevation sheets.
8.a.	Comment addressed.
9.	Provide building coverage ratios for proposed primary, secondary, and accent colors demonstrated on elevations. Per Code Section 78-2, the primary color is 75% or more of the building, secondary colors are roughly 15-20%, and accent colors do not exceed 15% of any building or structure.
9.a.	Comment addressed.
10.	All building elevation drawings must be labeled based on the corresponding navigational direction (North, South, East, West) and clearly identify which building is being shown. Ensure the labels reflect the labels provided on the revised site plan drawing.
10.a.	Comment addressed.
11.	Identify building material for lower portion of the support columns shown on Building Elevations 1 and 2 of Sheet 201.
11.a.	Comment addressed.

F.

FLOOR PLANS:

1.	Floor plans do not provide dimensions of each room or label uses demonstrated on drawings. Per 98-13(e)1. Provide complete dimensions (and square footage) of each room on all floors with labels for any permanent features. Ensure all proposed uses with different parking ratios are be clearly defined and consistent with site data table and all sheets within plans set.
1.a.	Comment not addressed. Revise parking calculations to reflect all proposed uses on site.
1.b.	Comment addressed.
2.	Confirm whether the seating shown on Sheet A-102 on the western portion of the building is on the 1 st or 2 nd floor.
2.a.	Comment addressed.
3.	Provide the existing and proposed floor plan of the existing chapel and 1-story residence meeting the Code requirements referenced in comment 1.
3.a.	Comment not addressed. Floor plan for Fellowship Hall on Sheet A-104 must comply with Code requirements. Per Code Section 98-13, floor plans must include complete dimensions of each room on all floors, labeling any permanent feature. Additionally, the floor plan (both existing and proposed) for the single family

Development Plan Application Comments

	structure on Sheet A-105 must be demonstrated on a sheet separate from the elevations. Ensure floor plans meet Code requirements.
3.b.	Comment partially addressed. Remove notation from the demolition plan "Dimensions shown are existing conditions to remain as is and not in scope of work." Additionally, the existing dwelling unit is not utilized as a residence; therefore, the bedrooms must be removed. Unless this is going to remain as living quarters, there must be a proposed modification to the layout to reflect the removal of the residential component demonstrated on sheet A-105.
3.c.	Comment addressed. Demolition Sheet removed.
NEW COMMENT 10/21/20	
4.	Seating calculations are inconsistent with seats demonstrated on floor plans. Ensure consistency of church seating on floor plans and site data calculation on site plan sheet.
4.a.	Comment addressed.
NEW COMMENT 5/17/21	
5.	Remove signage details from floor plan sheet A-104 and relocate to elevation sheet A-202. Note that the elevation detail of the signage does not demonstrate the required landscaping per Code or the features consistent with on the landscaping plan. (i.e. rectangular objects along the perimeter of the signage). Ensure consistency with the proposed features surrounding the signage on the site plan, elevation, and landscaping plan sheets.
5.a.	Comment addressed.

G.

LANDSCAPING PLAN:	
1.	Per Section 98-13(8)(f)(6) Provide the location and label proposed site lighting consistent with Site Plan and Photometric sheets.
1.a.	Comment addressed.
2.	Proposed mechanical equipment and screening were not shown on Sheet LP-1. Per Section 98-13(8)(f)(1) Demonstrate all buildings, structures, landscape areas and on-site parking and lighting on landscape plans. Demonstrate screening of mechanical equipment on landscape plan.
2.a.	Comment addressed.
3.	Total site area and landscape/pervious area calculations are not consistent with calculations provided on site plan. Revise sheets to ensure consistency in calculations on all sheets and within tables.
3.a.	Comment not addressed.
3.b.	Comment addressed.
NEW COMMENT 10/21/20	
4.	Signage demonstrated on landscape plans is inconsistent with site plan. Refer to Landscape Review comments.
4.a.	Comment addressed.

H.

PHOTOMETRIC PLAN:	
1.	Color of light poles was not provided. Per Section 98-13(8)(h)(6) Provide the details of all proposed light fixtures and light poles, showing building material and color. Details can be provided on an elevation details sheet or separate photometric

Development Plan Application Comments

	sheet.
1.a.	Comment addressed.
2.	Photometric plan does not demonstrate photometrics for entire site. Revise sheet to include photometrics for entire property within boundaries.
2.a.	Comment not addressed.
2.b.	Comment addressed.
3.	Per Code 98-19(29)a. Any nonresidential operation or activity producing glare shall be conducted so that direct or indirect illumination or light shall not cause illumination in excess of 1.0 footcandles on any abutting residential property.
3.a.	Comment addressed.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Bethesda Christian Center	Application No.:	20-CF-41
Reviewer Name:	Harold Hoyte	Project Address:	641 NE 40th St.
Department/Division:	Landscape		
Position:	Landscape Architect		
Date of Review:	12/5/22		
Submittal No.:	5		

A. LANDSCAPING PLAN:

- | | |
|----|--------------------------------|
| 1. | Approved as submitted 12/5/22. |
|----|--------------------------------|



DEVELOPMENT REVIEW COMMITTEE

Project Name:	BETHESDA CHRISTINA CENTER	Application No.:	20-CF-41
Reviewer Name:	CAPTAIN MIKE HEFFERON		
Department / Division:	BSO FIRE PREVENTION		
Position:	CAPTAIN		
Date of Review:	11/21/22		
Submittal No.:	5		

A. APPLICATION / GENERAL COMMENTS:

1.	A complete set of permitted plans must be submitted for review and approval prior to all construction. All permitted plans must document on plans that a certificate of occupancy shall not be issued until the AHJ determines that the building is in compliance with section 118 (TWO WAY RADIO ENHANCEMENT SYSTEM) with Broward County Local Amendments to the Florida Fire Prevention Code 7TH Ed., NFPA 1-Fire Code, Florida Edition 2018, NFPA 101-Life Safety Code, Florida Edition 2018.
1A	<u>ADDRESSED</u>

D. SITE PLAN:

1.	SHOW POINT OF SERVICE (NOT CORRECTED SHEET C-6 NOT PROVIDED)
1.A	ADDRESSED
2.	WATER PLAN REQUIRED TO SHOW THE WATER DISTRIBUTION SYSTEM INCLUDING SIZE OF MAIN, LOOPED SYSTEM, HYDRANT LOCATION AND NO MORE THAN 100 FT FROM FDC TO HYDRANT, HYDRANT SPACING SHALL NOT EXCEED 350 FT. HYDRANT MAIN SIZE MUST BE A MINIMUM OF 8 INCH. (NOT CORRECTED, SHEET C-6 NOT PROVIDED)
2A	NOT ADDRESSED
2B	NOT ADDRESSED (SHEET C-6 NEEDS TO PROVIDE MEASUREMENT SCALE AND SHOW LOCATION OF THE FDC AND BACKFLOW, FIRE LANES, KNOX BOX LOCATION AND CANOPY SHALL BE NO LESS THAN 14FT VERTICAL CLEARANCE AND FIRE HYDRANTS SHALL BE LOCATED NOT LESS THAN 40 FT FROM THE BUILDING)



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Bethesda Christian Center - Major Site Plan Submittal 5	Application No.:	20-CF-41
Reviewer Name:	Alfonso Orellana		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	12-05-22		
Revision No.:			

A.

SITE PLAN:	
1.	Applicant must obtain current Letters of No Objection from all utility owners for the vacation of the existing, platted (PB 40 Pg. 39) 5' Ft. Utility Easement contained within the limits of the proposed Plat and make provision for existing utility encumbrances not covered by any disclosed legal instrument as shown on the Boundary and Topographic Survey, ALTA / NSPS Land Title Survey provided to the City, if to remain. If being removed, applicant must obtain Letters of No Objection from all affected utility owners for the vacation of said existing encumbrances.
2.	Per City of Deerfield Beach Ordinance Section 98-19(5) of the Land Development Code a 5 ft. right-of-way dedication (for a total of 30 Ft. from the centerline of NE 40th Street) will be required at the time of Site Plan approval application. Applicant may wish to consider right-of-way dedication by this Plat.



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Bethesda Christian Center - Major Site Plan Submittal 5	Application No.:	20-CF-41
Reviewer Name:	Alfonso Orellana		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	12-05-22		
Revision No.:			

A.

CONCEPTUAL ENGINEERING PLAN:	
1.	Applicant must obtain current Letters of No Objection from all utility owners for the vacation of the existing, platted (PB 40 Pg. 39) 5' Ft. Utility Easement contained within the limits of the proposed Plat and make provision for existing utility encumbrances not covered by any disclosed legal instrument as shown on the Boundary and Topographic Survey, ALTA / NSPS Land Title Survey provided to the City, if to remain. If being removed, applicant must obtain Letters of No Objection from all affected utility owners for the vacation of said existing encumbrances.
2.	Per City of Deerfield Beach Ordinance Section 98-19(5) of the Land Development Code a 5 ft. right-of-way dedication (for a total of 30 Ft. from the centerline of NE 40th Street) will be required at the time of Site Plan approval application. Applicant may wish to consider right-of-way dedication by this Plat.

B.

ADVISORY COMMENTS:	
The following comments must be addressed at the time of Engineering Permit application submittal and subsequent to permit issuance.	
1.	Provide copies of all permits or acceptable proof of exemption from agencies having jurisdiction at the time of Engineering Permit Application, including, but not limited to Broward County EPGMD.

ENVIRONMENTAL SERVICES DEPARTMENT

2.	All work in public right-of-way shall be done in strict compliance with the rules and regulations of the City of Deerfield Beach Code of Ordinances, Manual on Uniform Traffic Control Devices, the Occupational Safety and Health Administration, the Americans with Disabilities Act, AASTHTO "Green Book", Broward County and FDOT. Civil Engineering Plans must include, as applicable, the following: a. Demolition Plan b. Stormwater Pollution Prevention Plan/ E&SC Plan c. Paving, Grading and Drainage Plans and Details d. Water and Sewer Standard Details (If located in the City of Deerfield Beach Water and Sewer service area) e. Pavement Markings and Signing plan in accordance with the MUTCD latest edition
3.	Contractor shall make all necessary efforts to accurately locate, preserve and protect all existing utilities potentially affected by construction activities and repair or replace any damage to said utilities to the utility owner's satisfaction.
4.	DAMAGE BY CONTRACTOR A. The Contractor shall protect from damage by construction operations, all public streets sidewalks, landscape, irrigation, signage, striping, pavements, including all base courses and surface courses, that abuts the work area. B. Any sidewalk, base course or surface course beyond those limits, damaged as a result of the Contractor's operation, shall be restored in accordance with prevailing applicable professional standards, to the satisfaction of the City of Deerfield Beach, and to the satisfaction of any other governing authority having jurisdiction over the work area. C. Any damage to adjacent lanes of pavement will require the Contractor to resurface the entire lane width for a length, as approved by the City of Deerfield Beach. When the damage amounts to 25 percent or more in any one block (approximately 600 feet), the Contractor shall resurface the entire width of the lanes in which the damage occurred for the entire block. D. The Contractor is hereby notified that wherever the line for repaving for trenches extends one foot into the edge of the existing paving, he shall repave to this edge only. Full lane paving will not be required. Damage to the pavement beyond this line by the Contractor will require that he repave the full width.



DEVELOPMENT PLAN APPLICATION

PROVIDE IN FULL THE FOLLOWING INFORMATION (TYPE OR PRINT LEGIBLY)

One application may be submitted for multiple requests. Unless otherwise directed by staff, the following items with associated attachments are required for staff to determine the application is complete for processing by the City.

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

- | | |
|---|---|
| ☒ New Site Plan / Site Plan Modification (See Attachment A) | ☐ Plat or Plat Note Amendment (See Attachment F) |
| ☐ Community Appearance Board (See Attachment B) | ☐ Conditional Use (See Attachment G) |
| ☐ Variance (See Attachment C) | ☐ Vacation & Abandonment (See Attachment H) |
| ☐ Technical Deviation (See Attachment D) | ☐ ROW Variance (See Attachment I) |
| ☒ Rezoning (See Attachment E) | ☐ Sign Variance (See Attachment J) |

Project Name: Bethesda Christian Center Expansion

Property Owner: Bethesda Christian Center Inc

Applicant (if different from Owner): _____

Agent (if different from Owner/Applicant): _____

Address of Property: 641 N.E. 40th Street, Deerfield Beach Florida

Legal Description of Property (lot, block, tract, subdivision): _____

See attached Survey

Description of Project: Proposed two story expansion to Bethesda Christian Center.

New Development (Y/N):

No

Modification to Existing Development (Y/N): Yes

Zoning District:

I1-C/ RS-4C

Future Land Use Category:

Residential Low

Existing Use:

Religious

Proposed Use:

Religious

Lot Area (acres):

131,079 sf (3 ac)

Number of Dwelling Units (proposed):

N/A

Sq. Ft. of Structure (existing):

+/-3,708 sf

Sq. Ft. of Structure (proposed):

23,149 sf

Agent Signature: _____

Name Printed: Ralph Tait

Address: 11820 Miramar Pkwy S 121 Miramar, Fl.

Telephone: 954-592-2841

Email: rtait@rtarchitectinc.com

Owner Signature: _____

Name Printed: Odany Augustin

Address: _____

Telephone: 954-254-3724

Email: odany2@hotmail.com

INTERNAL USE ONLY:

SUBMITTAL DATE: _____

REQUEST SUBMITTED	APPLICATION NO:	FEES Required Provided		REQUEST SUBMITTED	APPLICATION NO:	FEES Required Provided	
Site Plan - Residential		\$2000 + \$10/unit + \$100 (Fire)		Site Plan Modification - Major		\$2000 + \$100 (Fire)	
Site Plan - Nonresidential		\$2000 + \$20 / 1000 GFA + \$100 (Fire)		Site Plan Modification - Minor		\$500 + \$100 (Fire)	
Community Appearance Board (CAB)		\$50		Plat or Note Amendment		\$1000 + \$50/acre (Nonres) \$1000 + \$40/acre + \$10/unit (Res) \$550 (Note)	
Variance (Site Plan)		\$1000		Conditional Use		\$1000 / \$300	
Variance (ZASM)		\$300					
Sign Variance		\$550					
Technical Deviation		\$500		ROW Vacation / Abandonment		\$1,350	
Rezoning		\$2000		Easement Vacation / Abandonment		\$1,350	

Total Fees Paid: _____

Cost Recovery

Account No.	Project No.	Project Name	Service	Deposit Amount	Date Received	Check No.	Receipt No.



March 4, 2020

City of Deerfield Beach
Planning & Zoning Division
150 NE 2nd Avenue
Deerfield Beach, Florida 33441

Re: Site plan approval process for parcel located at 641 NE 40th Street
Deerfield Beach, Florida 33064

A.K.A.: PLAT OF SEC'S 13,24,25&26,T48 R42 S & E 1-8 PB,TRANSCRIBED AS 1-26 B POR TR 22 DESC
AS BEG 840 E OF NW COR TR 22,E 295,S 295.33,W 295,N 295.33,TOG/W TALLMAN PINES 40-39 B LOT
1,2 BLK 4 & W1/2 OF VAC,ST ADJ TO LOT 2,LOT 5 BLK 3 & E1/2 OF VAC ST ADJ TO LOT 5

Sir or Madam.

I, Odany Augustin, Pastor of Bethesda Christian Center Inc, authorize my architect, Ralph E Tait to act
as my authorized agent for any submissions and approval processes in regard to the referenced
Expansion project.

Respectfully.

**Odany Augustin*
Odany Augustin

03-06-2020
Date:

Signed and notarized before me this 5 day of March 2020 *by Odany Augustin*

Notary public





DISCLOSURE AFFIDAVIT

The City of Deerfield Beach requires all applicants, and persons and/or entities doing business with the City, to disclose any potential for or conflict of interest as stated below. Per Ordinance No. 2009/006 of the City of Deerfield Beach, the adopted Ethics Code contains the following:

Section 5. Disclosure and Behavior Requirements of Applicants and Persons/Entity seeking a City contract or currently doing business with the City.

Any applicant for a land use change or development permit requiring approval of the City Commission, or any person/entity seeking a City contract through a request for proposal, request for qualification, or sealed bid process (all referred to as applicant):

A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.

B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

1. A listing of all campaign contributions to sitting City Commissioners in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the application is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if it is a limited liability company.

N/A

2. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

N/A

3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

N/A.

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.
- C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Odany Augustin, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

*Odany Augustin
Signature

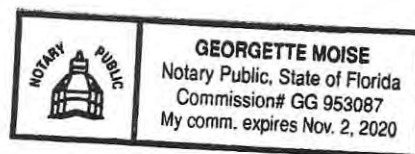
Date 3-5-2020

Sworn to and subscribed before me this 5 day of MARCH, 2020.

By: Odany Augustin

Produced as ID: FLDL#A223-640-610640

[Signature]
Notary Public, State of Florida

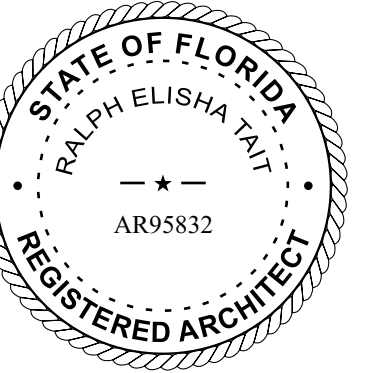


641 NE 40 STREET
DEERFIELD, FL 33064



11820 Miramar Parkway, Suite 121
Miramar, Florida, 33025
(P) 954-592-2841
(Fax) 954-392-7502
Email: rtait@bellsouth.net
www.rtarchitectinc.com

REAL: AR NO. 95832



SENSE NO. AA26002444

**PORPOSED EXPANSION FOR:
BETHESDA CHRISTIAN CENTER**

641 NE 40 STREET
DEERFIELD BEACH, FL 33064
CLIENT:

[illegible]

DESIGN DRC SET
DELIVERABLE:
ISSUE DATE: 02/14/20

PROJECT NUMBER:18-012

DRAWN BY: JJ

CHECKED BY: RET

Copyright (c) by RALPH TAIT ARCHITECTS, INC.
All Rights Reserved

HEET TITLE:

COVER SHEET / SHEET INDEX

HEET TITLE:

Г-001

Page 99 of 649

C:\Users\tratt\Dropbox\Ralph Tait Architect-Incl\Projects-2018\18-012-Bethesda Christian\7/2021 1:21:24 PM
 Center18-012_Site Plan_Approval\18_012-Architectural\Revit-Model\Bethesda Christian Center-FINAL
 MODEL-Updated.rvt

OWNER

BETHESDA
CHRISTIAN CENTER

641 N.E. 40th Street
DEERFIELD BEACH, FL 33064
(P) 954-254-3724
Email: odany2@hotmail.com

ARCHITECT OF
RECORD

RALPH TAIT
ARCHITECT, INC.



11820 MIRAMAR PARKWAY,
SUITE # 121
Miramar, Florida 33025
(P) 954-592-2841
(Fax) 954-392-7502
Email: rtait@rtarchitectinc.com

SURVEYOR

PULICE LAND
SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FL 33351
(P) 954-572-1777
(F) 954-572-1778

Email: surveys@pulicelandsurveyors.com

LANDSCAPE
ARCHITECT

THOMAS WHITE,
ASLA-ISA LEED
GREEN ASSOCIATE,
CERTIFIED ARBORIST



THOMAS WHITE
2600 NE 27 AVENUE
FORT LAUDERDALE, FL 33306
(P) 954-253-2265

Email: tcawhite@bellsouth.com

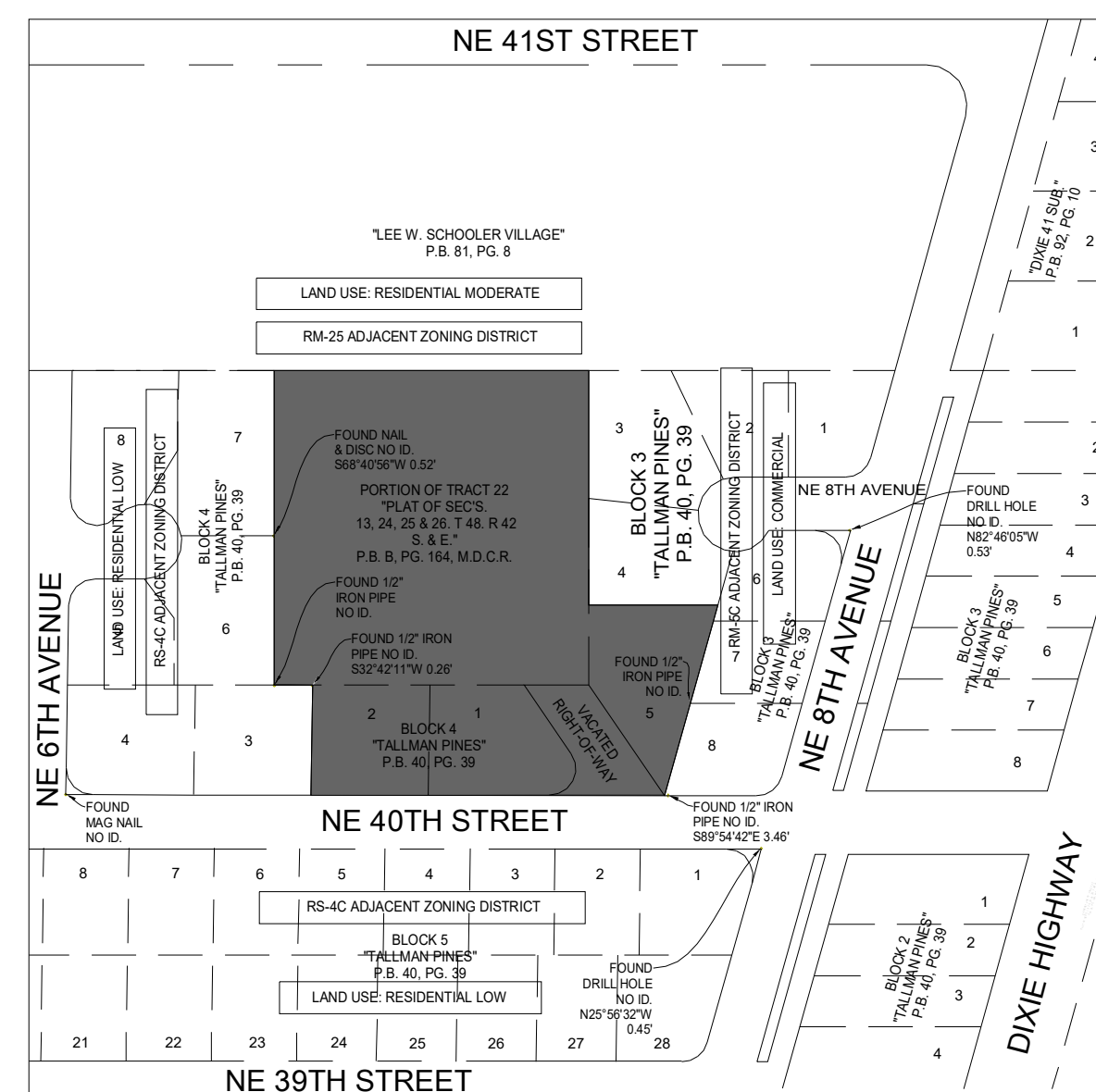
CIVIL
ENGINEER

GATOR ENGINEERING
ASSOCIATES, INC.



REGINA BOBO-JACKSON, P.E.
11390 TEMPLE STREET
COOPER CITY, FL 33330
(P) 954-434-5905

(F) 954-434-3903
(C) 954-865-0641
Email: gator_ec@bellsouth.net



FOLIO NUMBER:4842 13 01 0250 NOT TO SCALE

② LOCATION MAP
SCALE: 1/4" = 1'-0"

③ SCOPE OF WORK
SCALE: 1/4" = 1'-0"

THE SCOPE OF WORK CONSIST OF THE EXPANSION OF THE SANCTUARY AND ALL INCIDENTALS USE TO THE PROPOSED TWO STORY BUILDING. THERE WILL ALSO BE A CHILD CARE COMPONENT AS PART OF THE PROPOSED BUILDING. THE EXISTING BUILDING WILL BE RENOVATED TO BE UTILIZED AS A FELLOW SHIP HALL.

1 PROJECT TEAM
SCALE: N.T.S.

① PROJECT TE.
SCALE:N.T.S.

LEGEND

	CONCRETE
	ASPHALT PAVEMENT
	ELEVATION
	OVERHEAD WIRES
	UNDERGROUND STORM SEWER LINE
	UNDERGROUND SANITARY SEWER LINE
	CENTERLINE
	O.R.B. OFFICIAL RECORDS BOOK
	P.B. PLAT BOOK
	PG. PAGE
	R/W RIGHT-OF-WAY
	F.D.O.T. FLORIDA DEPT. OF TRANSPORTATION
	M.D.C.R. MIAMI-DADE COUNTY RECORDS
	TP TRAVERSE POINT (FOR FIELD)
	INFORMATION ONLY
	LB LICENSED BUSINESS
	PALM TREE
	OAK TREE
	MANGO TREE
	UNIDENTIFIED TREE

LEGAL DESCRIPTION:

LOTS 1 AND 2 IN BLOCK 4, OF "TALLMAN PINES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

AND THAT PARCEL OF LAND IN TRACT 22 (LYING WEST OF THE RAILROAD) OF THE SUBDIVISION OF SECTION 13, TOWNSHIP 48 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, AT PAGE 164, IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF SAID TRACT 22 AT A POINT 840 FEET EAST OF THE NORTHWEST CORNER THEREOF, THENCE RUN EAST ALONG SAID NORTH LINE OF TRACT 22, FOR A DISTANCE OF 295 FEET; THENCE RUN SOUTH PERPENDICULAR TO SAID NORTH LINE A DISTANCE OF 295.33 FEET; THENCE RUN WEST PARALLEL TO THE SAID NORTH LINE OF TRACT 22 FOR A DISTANCE OF 295 FEET; THENCE RUN NORTH 295.33 FEET TO THE POINT OF BEGINNING; CONTAINING TWO (2) ACRES MORE OR LESS,

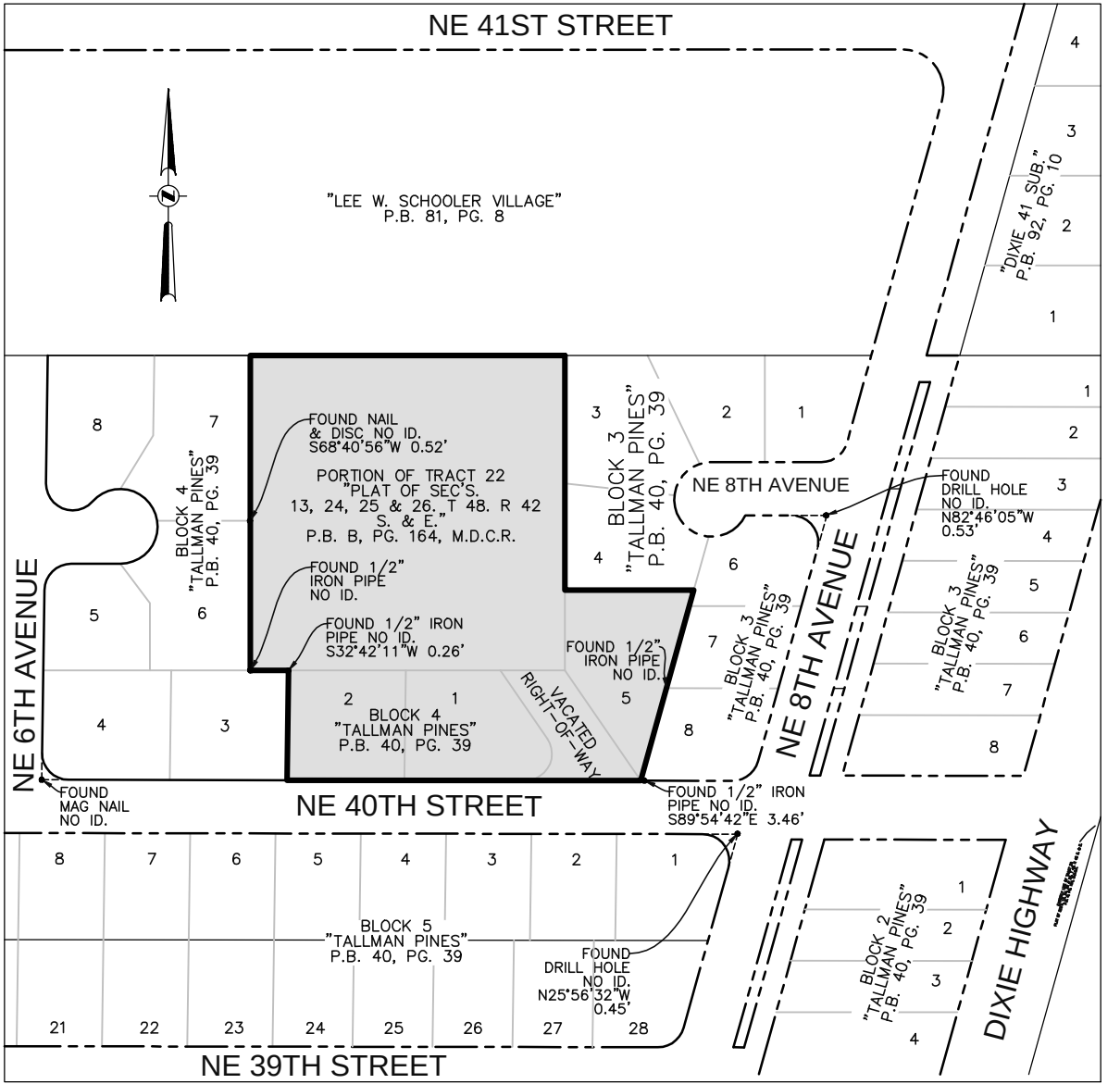
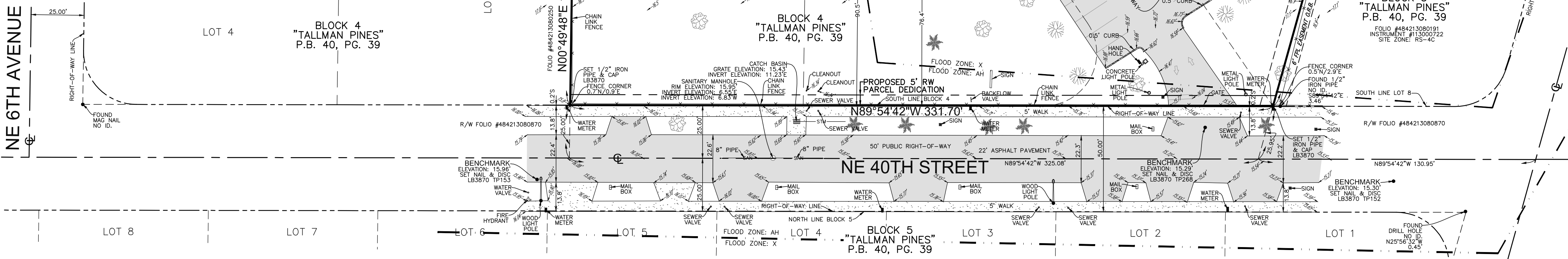
AND LOT 5, BLOCK 3, OF "TALLMAN PINES", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 40, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

AND THAT PART OF THE VACATED RIGHT-OF-WAY LYING BETWEEN LOT 1, BLOCK 4 AND LOT 5, BLOCK 3 OF "TALLMAN PINES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

CONTAINING 131,093 SQUARE FEET (3.0095 ACRES), MORE OF LESS.

NOTES:

- ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. F.D.O.T. BENCHMARK STAMPED: 010 2011; ELEVATION: 15.16'
- FLOOD ZONE: AH/X; BASE FLOOD ELEVATION: 17'/NONE; PANEL #125101 0188H; MAP DATE: 08/18/14.
- THIS SITE LIES IN SECTION 13, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.
- BEARINGS ARE BASED ON THE SOUTH LINE OF BLOCK 4 BEING N89°54'42"W.
- REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION, BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
- THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'.
- THIS SITE CONTAINS 69 TOTAL PARKING SPACES (66 REGULAR & 3 DISABLED).
- THIS SURVEY WAS PREPARED WITH BENEFIT OF TITLE CERTIFICATE, SEARCH NO. 19-806-8, PREPARED BY PARAMOUNT TITLE SERVICES, INC. DATED JULY 8, 2019. THE FOLLOWING ITEMS ARE EASEMENTS AND RIGHTS-OF-WAY DOCUMENTS IN SAID CERTIFICATE:
 - ITEM 1: EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS IN PLAT BOOK B, PAGE 164 APPLY TO THIS SITE. THERE ARE NO PLATTED EASEMENTS.
 - ITEM 2: EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS IN PLAT BOOK 40, PAGE 39 APPLY TO THIS SITE AS DEPICTED HEREON.
 - ITEM 3: DECLARATION OF RESTRICTIONS IN O.R.B. 680, PAGE 41 APPLIED TO THIS SITE, BUT HAS EXPIRED.
 - ITEM 4: FLORIDA POWER & LIGHT COMPANY EASEMENT IN O.R.B. 704, PAGE 488 APPLIES TO THIS SITE AS DEPICTED HEREON.
- ALL RECORDED DOCUMENTS ARE PER BROWARD COUNTY RECORDS UNLESS OTHERWISE NOTED.
- FOR PLANNING PURPOSES, THE "NET" AREA OF THIS SITE IS 131,093 SQUARE FEET (3.0095 ACRES) AND THE "GROSS" AREA (INCLUDING ADJACENT RIGHTS-OF-WAY TO CENTERLINE) IS 139,385 SQUARE FEET (3.1998 ACRES).



VICINITY MAP
NOT TO SCALE

CERTIFICATION:

TO BETHESA CHRISTIAN CENTER, INC., A FLORIDA CORPORATION;
PARAMOUNT TITLE SERVICES, INC.:

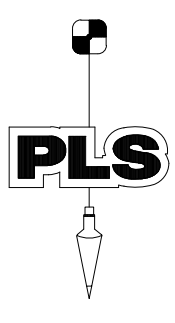
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, 9, & 11 OF TABLE A THEREOF.

- JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
 - BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
 - VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
- STATE OF FLORIDA

5			
4			
3	ADDED PROPOSED RW PARCEL 10/30/20	B.B.	
2	CORRECTED AREA	B.B.	
1	REVISIONS	LS.	
NO.		BY	

BETHESA CHRISTIAN CENTER
641 NE 40TH STREET
DEERFIELD BEACH, BROWARD COUNTY
FLORIDA 33064

BOUNDARY AND TOPOGRAPHIC SURVEY ALTA/NSPS LAND TITLE SURVEY

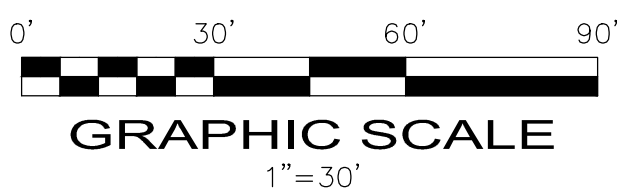


PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
WEBSITE: www.pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB93870

DRAWN BY: B.E.
CHECKED BY: J.F.P.

SCALE: 1" = 30'
SURVEY DATE: 09/01/19

FILE: BETHESA CHRISTIAN CENTER
ORDER NO.: 66130



EXISTING LAND USE: RESIDENTIAL LOW (5 DU/AC)
PROPOSED LAND USE: RESIDENTIAL LOW (5 DU/AC)

EXISTING ZONING: I-1C (INSTITUTIONAL / EDUCATIONAL)
PROPOSED ZONING: CF (COMMUNITY FACILITY)

GROSS ACREAGE OF TOTAL SITE: 139,385 SQ.F.T OR 3.1 AC

EXIST. NET ACREAGE OF TOTAL SITE: 131,093 SQ. FT. OR 3.0 AC

PROPOSED AFTER 5FT DEDICATION
NET ACREAGE OF TOTAL SITE: 129,431 SQ. FT. OR 2.9 AC

FLOOR AREA RATIO (FAR):
28,332 SQ. FT./129,431 = .21

LOT COVERAGE:
PROPOSED PLACE OF WORSHIP BUILDING-1:1,547 SQ. FT. (COVERED ENTRY)
PROPOSED PLACE OF WORSHIP BUILDING-1:17,084 SQ. FT.
EXIST. BUILDING-2:3,708 SQ. FT.
EXIST. ONE STORY BUILDING-3 :1,475 SQ. FT.
23,814 SQ. FT. OR 18.3% OF SITE AREA

SQUARE FOOTAGE EXISTING AND PROPOSED USES:
PROPOSED 1ST FLOOR BUILDING-1: 17,084 SQ. FT.
PROPOSED 2ND FLOOR BUILDING-1: 6,065 SQ. FT.
EXIST. BUILDING-2: 3,708 SQ. FT. (FELLOWSHIP HALL)
EXIST. BUILDING-3: 1,475 SQ. FT. (MISC.)

TOTAL PERVIOUS AREA:
39,344 SQ. FT. OR 30% OF SITE AREA
TOTAL IMPERVIOUS AREA:
90,087 SQ. FT. OR 70% OF SITE AREA

TOTAL PERCENTAGE OF LANDSCAPED OPEN SPACE:
39,344 SQ. FT. OR 30% OF SITE

MAXIMUM HEIGHT OF ALL BUILDINGS:
EXIST. RESIDENTIAL BUILDING: +/-12'-0" HEIGHT
EXIST. PLACE OF WORSHIP: +/-21'-6" HEIGHT
PROPOSED EXPANSION: 34'-1" FROM GRADE TO FLAT ROOF DECK HEIGHT

PROPOSED BUILDING SETBACK		
SIDE	REQUIRED	PROVIDED
NORTH REAR	15'-0"	139'-0" MIN.
SOUTH FRONT	25'-0"	67'-8" MIN.
WEST SIDE	10'-0"	79'-5"
EAST SIDE	10'-0"	83'-9"

TOTAL NUMBER OF PARKING SPACES: (FOR PLACE OF WORSHIP)
1 PARKING SPACE/4 SEATING SPACE IN CHAPEL AREA
628/4=157
PARKING REQUIRED: 157 SPACES
38 STANDARD PARKING SPACES PROVIDED OR 25% OF PROVIDED
8 ACCESSIBLE PARKING SPACES PROVIDED OR 5% OF PROVIDED
111 COMPACT PARKING SPACES PROVIDED OR 70% OF PROVIDED
TOTAL PARKING SPACES PROVIDED: 157

NOTE: OTHER USAGE WITHIN THIS FACILITY SUCH AS: CHILD CARE, PRAYER ROOM, FELLOWSHIP HALL, ETC. WILL NOT BE UTILIZED AT THE SAME TIME AS THE SANCTUARY AREA.

AREA EXIST. & PROPOSED USE

PROPOSED BUILDING #1:

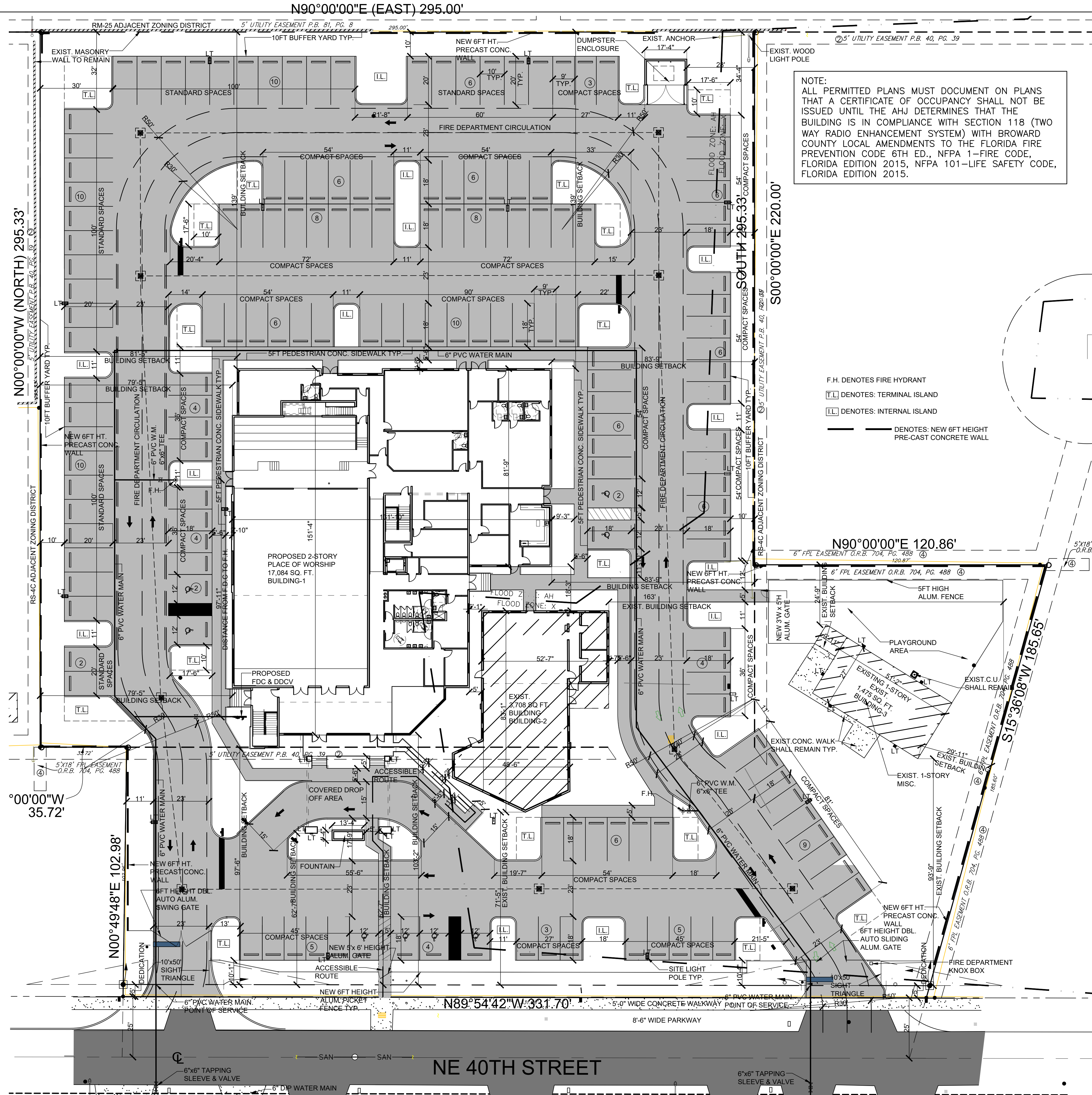
DAYCARE: 1,563 SQ. FT.
KITCHEN: 408 SQ. FT.
SUNDAY SCHOOL RMS: 803 SQ. FT.
PRAYER ROOM: 857 SQ. FT.
ADMIN. /PASTORS OFFICE: 526 SQ.FT.
1ST FLOOR WORSHIP/BAPTISTERY: 6,265 SQ.FT.
2ND FLOOR WORSHIP MEZZANINE: 2,000 SQ. FT.
2ND FLOOR CONF. ROOM: 516 SQ. FT.
2ND FLOOR YOUTH OFFICE: 346 SQ.FT.
2ND FLOOR FITNESS/RESTROOMS: 876 SQ.FT.

EXIST. BUILDING #2:

FELLOWSHIP HALL: 2,893 SQ. FT.
EXIST. OFFICES: 310 SQ. FT.

EXIST. BUILDING#3:

STORAGE, MEETING & MISCELLANEOUS USE:1,475 SQ.FT.



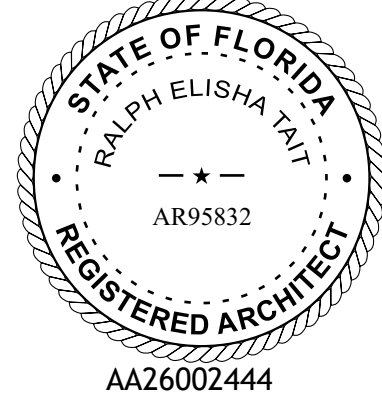
NOTE:
ALL PERMITTED PLANS MUST DOCUMENT ON PLANS
THAT A CERTIFICATE OF OCCUPANCY SHALL NOT BE
ISSUED UNTIL THE AHJ DETERMINES THAT THE
BUILDING IS IN COMPLIANCE WITH SECTION 118 (TWO
WAY RADIO ENHANCEMENT SYSTEM) WITH BROWARD
COUNTY LOCAL AMENDMENTS TO THE FLORIDA FIRE
PREVENTION CODE 6TH ED., NFPA 1-FIRE CODE,
FLORIDA EDITION 2015, NFPA 101-LIFE SAFETY CODE,
FLORIDA EDITION 2015.

F.H. DENOTES FIRE HYDRANT
TL DENOTES: TERMINAL ISLAND
IL DENOTES: INTERNAL ISLAND
--- DENOTES: NEW 6FT HEIGHT
PRE-CAST CONCRETE WALL



11820 Miramar Parkway, Suite 121
Miramar, Florida 33025
(P) 954-592-2841
(Fax) 954-392-7502
Email: rta@bellsouth.net
www.rtaarchitect.com

SEAL: AR NO. 95832



PROPOSED EXPANSION FOR:
BETHESDA CHRISTIAN CENTER

641 N.E. 40TH STREET
DEERFIELD BEACH, FLORIDA 33064

CLIENT:

REV	DATE	DESCRIPTION
1	09/16/2020	DRG COMMENTS
2	04/01/2021	DRG COMMENTS
3	08/01/2022	DRG COMMENTS

DESIGN
DELIVERABLE: -
ISSUE DATE: 02/05/2020

PROJECT NUMBER: 18-012

DRAWN BY: R.E.T

CHECKED BY: R.E.T

Copyright (c) by RALPH TAIT ARCHITECT, INC.
All Rights Reserved.

SHEET TITLE:

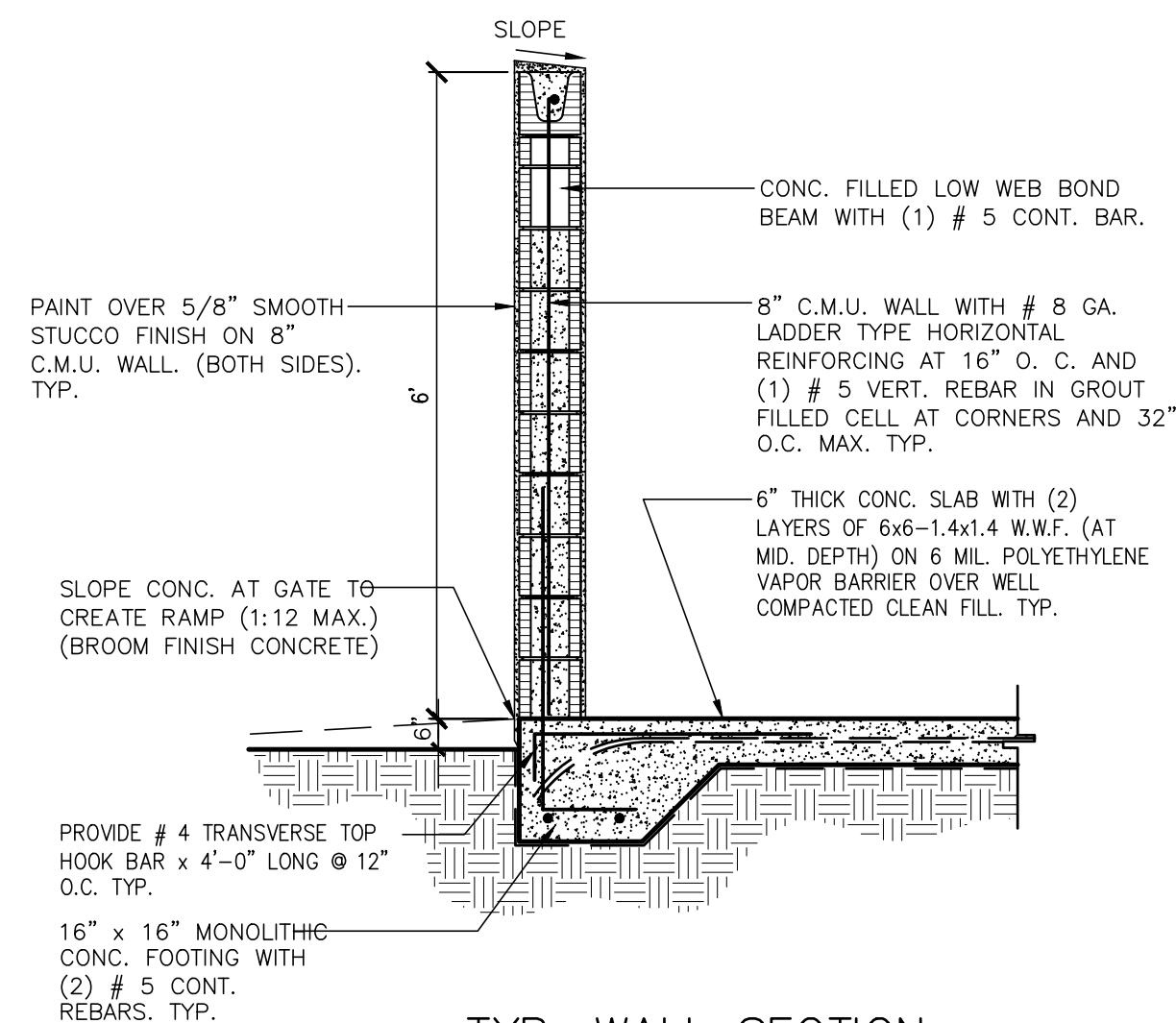
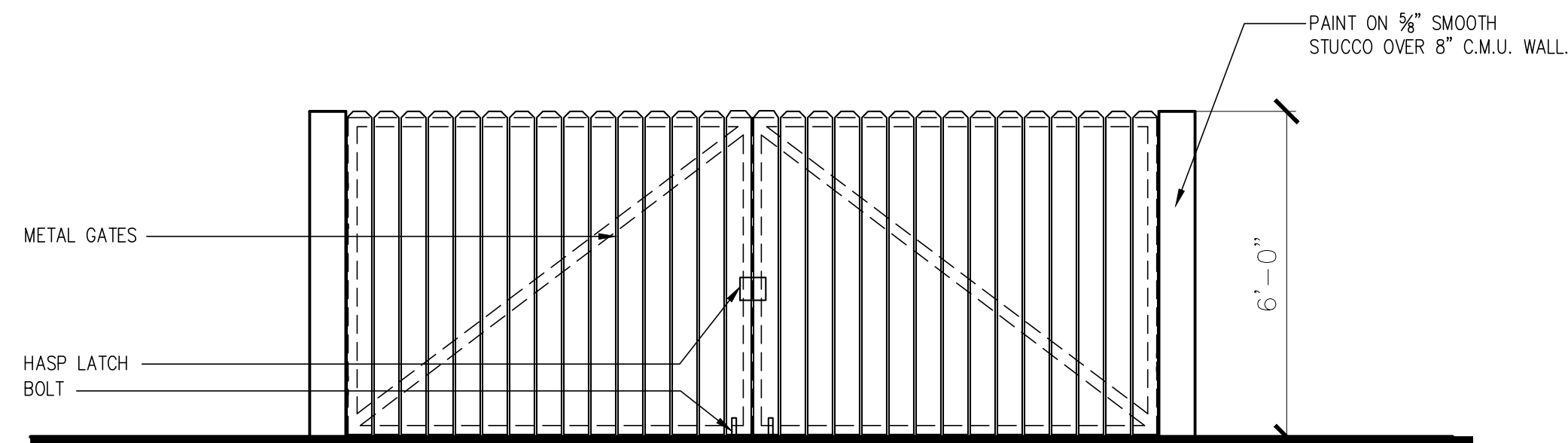
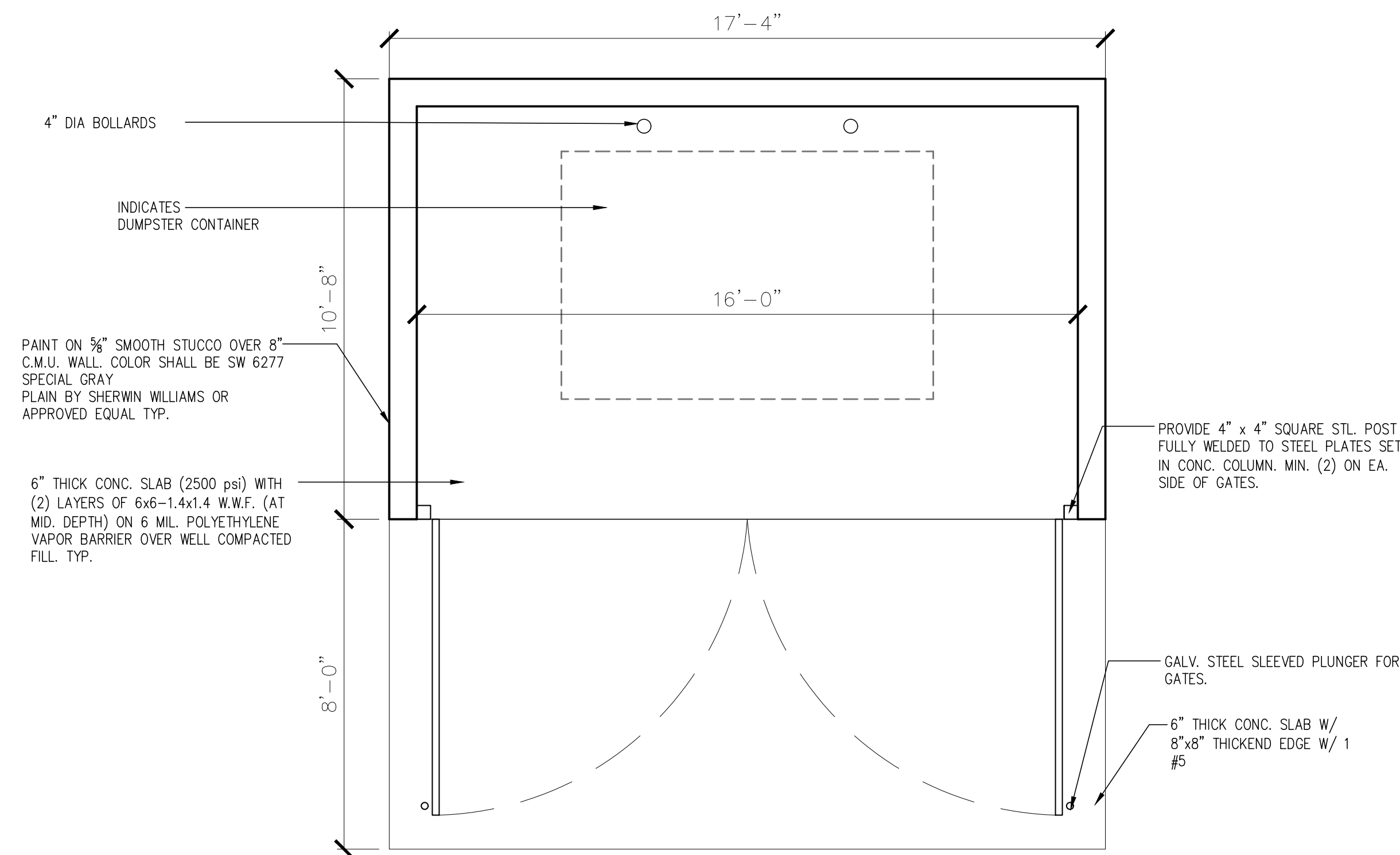
SHEET NUMBER:

AS-101

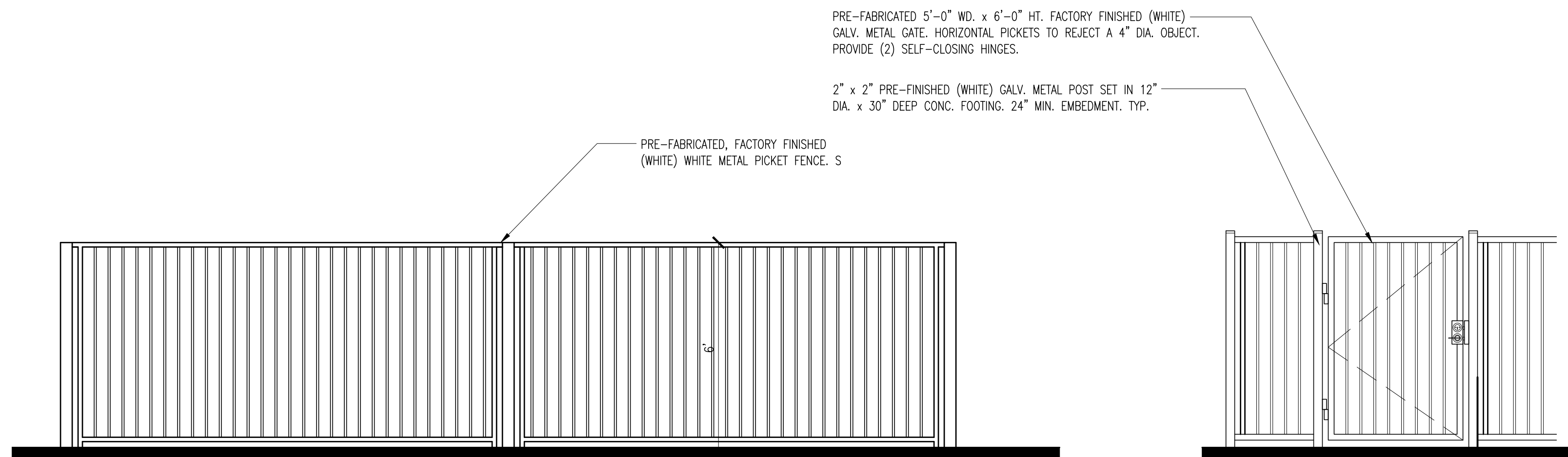
1 SITE DATA

2 SITE PLAN
SCALE: 1"=20'-0"

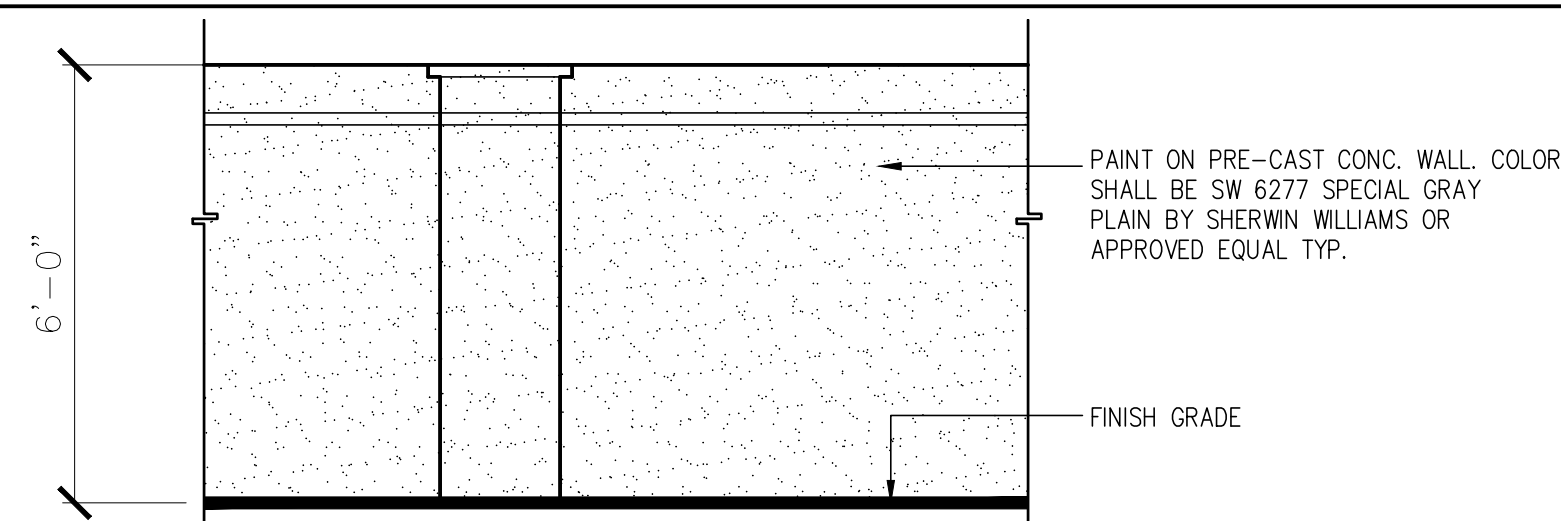




TYP. WALL SECTION
SCALE: 1/2" = 1'-0"



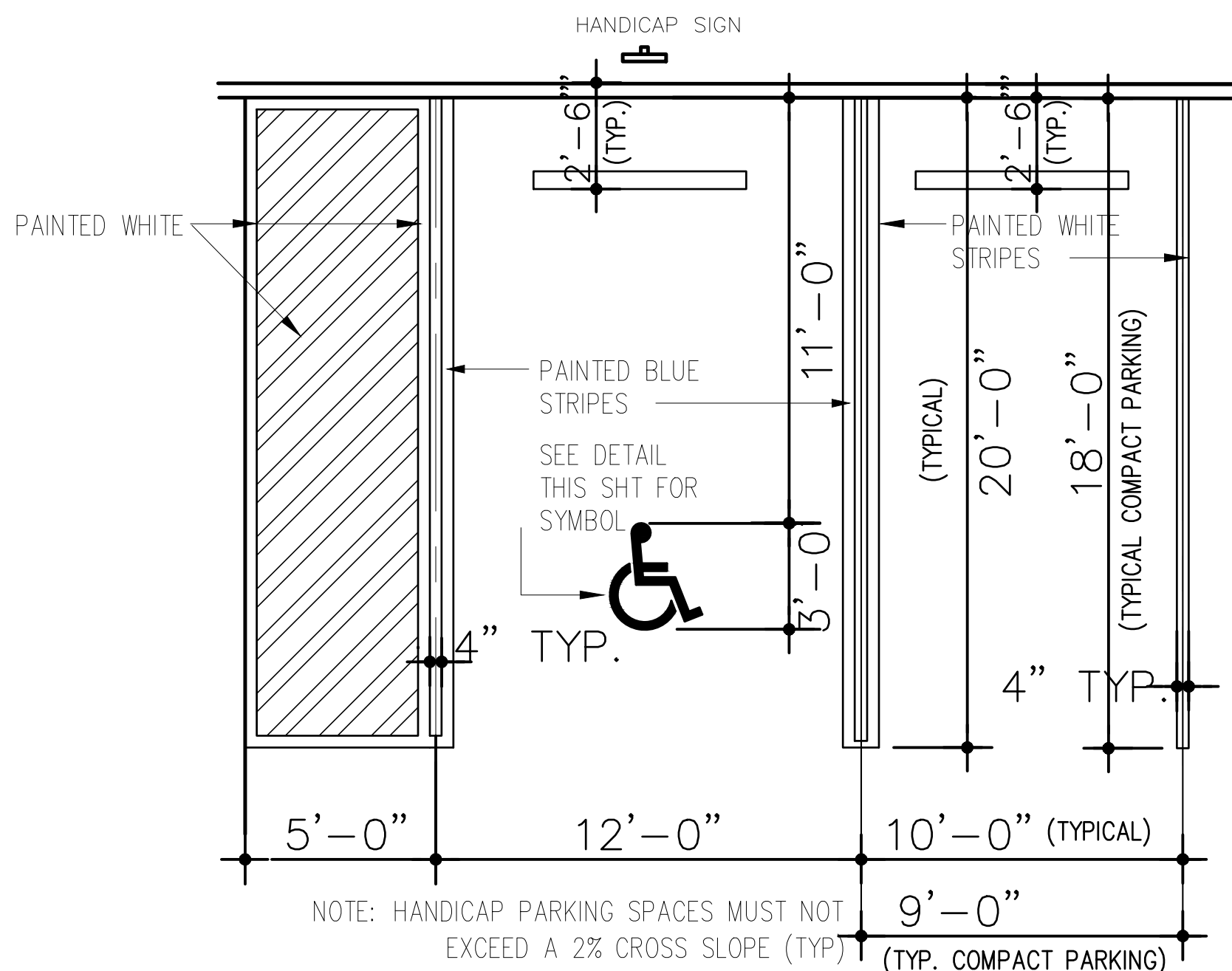
2 | ALUM. FENCE DETAIL TYP.
SCALE:3/8"=1'-0"



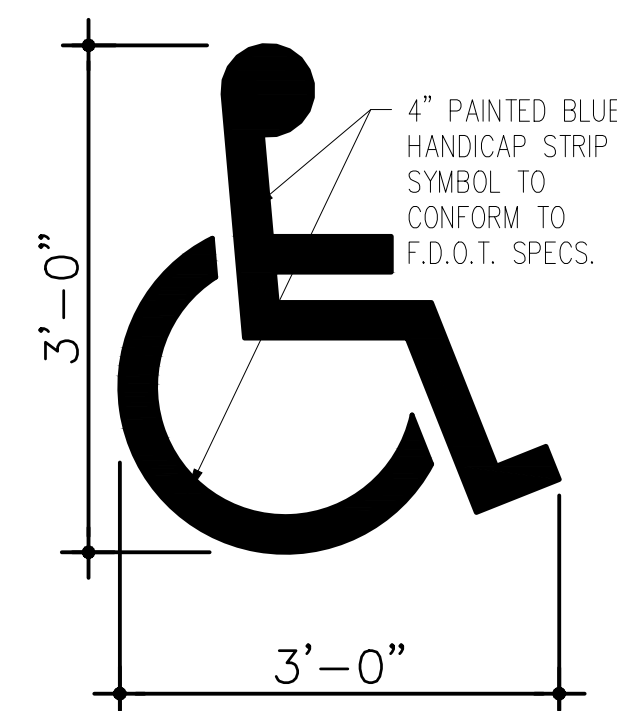
3 PRE CAST CONCRETE WALL ELEVATION TYP,
SCALE:3/8"=1'-0"

SIGNING & MARKING NOTES:

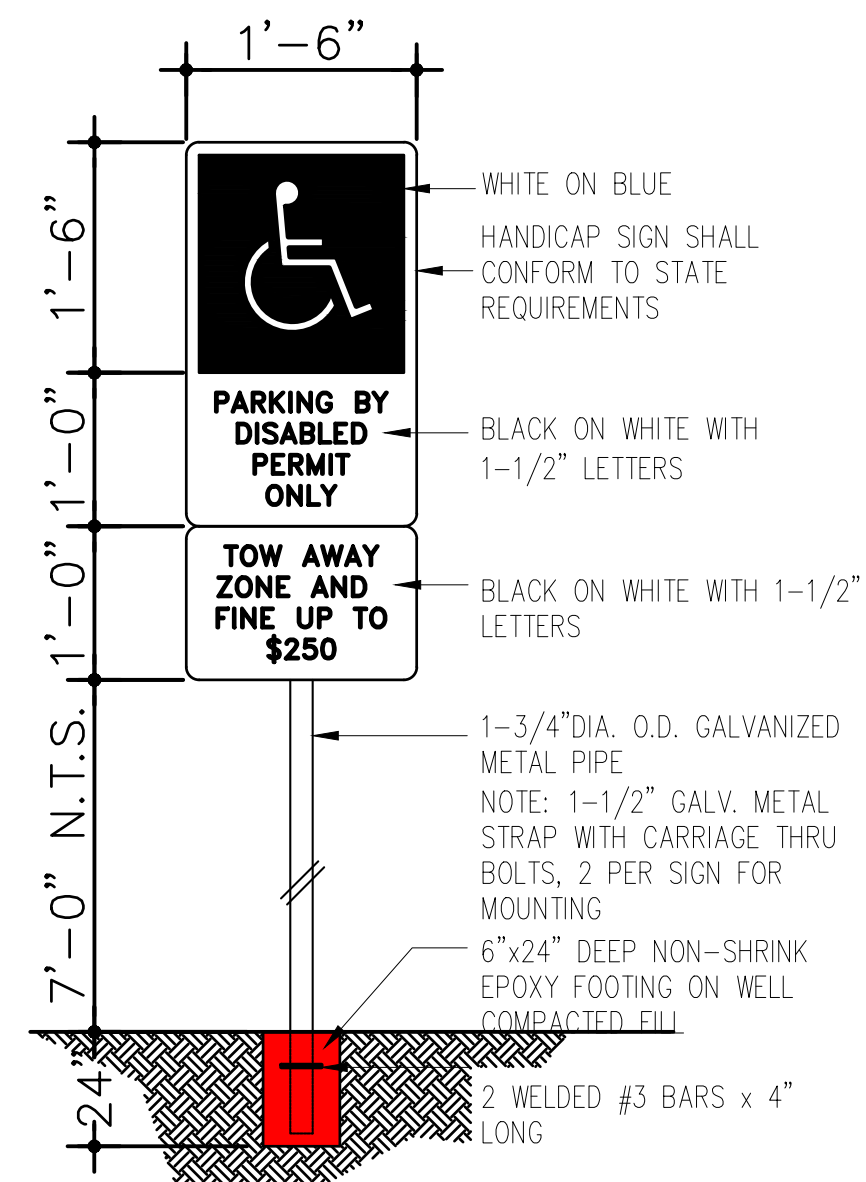
1. INSTALL SIGNS, STRIPPING AND WHEEL STOPS AS INDICATED ON PLANS.
2. ALL STOP BARS AND LANE SEPARATORS SHALL BE THERMOPLASTIC. ALL OTHER STRIPPING SHALL BE FDOT REFLECTIVE PAINT.
3. ALL SIGNS SHALL BE HIGH INTENSITY.
4. SEE DETAILS THIS SHEET FOR HANDICAP AND REGULAR STALL STIPRING.



PARKING STALLS DETAILS
N.T.S.



HC SIGNAGE & MARKING DETAILS
N.T.S.



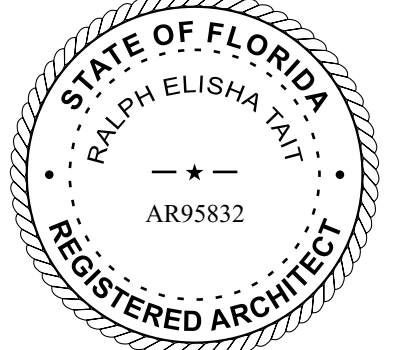
NOTE: PROVIDE ONE SIGN FOR EACH HANDICAP SPACE.

MARKING DETAILS

T.S.



11820 Miramar Parkway, Suite 121
Miramar, Florida 33025
(P) 954-592-2841
(Fax) 954-392-7502
Email: rtait@bellsouth.net
www.rtarchitectinc.com

SEAL: AR NO. 95832

AA26002444

**PROPOSED EXPANSION FOR:
BETHESDA CHRISTIAN CENTER**

641 N.E. 40TH STREET
DEERFIELD BEACH, FLORIDA 33064

CLIENT:

[illegible]

DESIGN
DELIVERABLE: -
ISSUE DATE: 02/05/2020

PROJECT NUMBER: 18-012

DRAWN BY: R.E.T

CHECKED BY: R.E.T

Copyright (c) by RALPH TAIT ARCHITECT, INC.
All Rights Reserved.

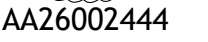
SHEET TITLE:

SHEET NUMBER:

AS-102



SEAL: AR NO. 95832



**PROPOSED EXPANSION FOR:
BETHESDA CHRISTIAN CENTER**

641 N.E. 40TH STREET
DEERFIELD BEACH, FLORIDA 33064

CLIENT:

[illegible]

DESIGN
DELIVERABLE: -
ISSUE DATE: 02/05/2020

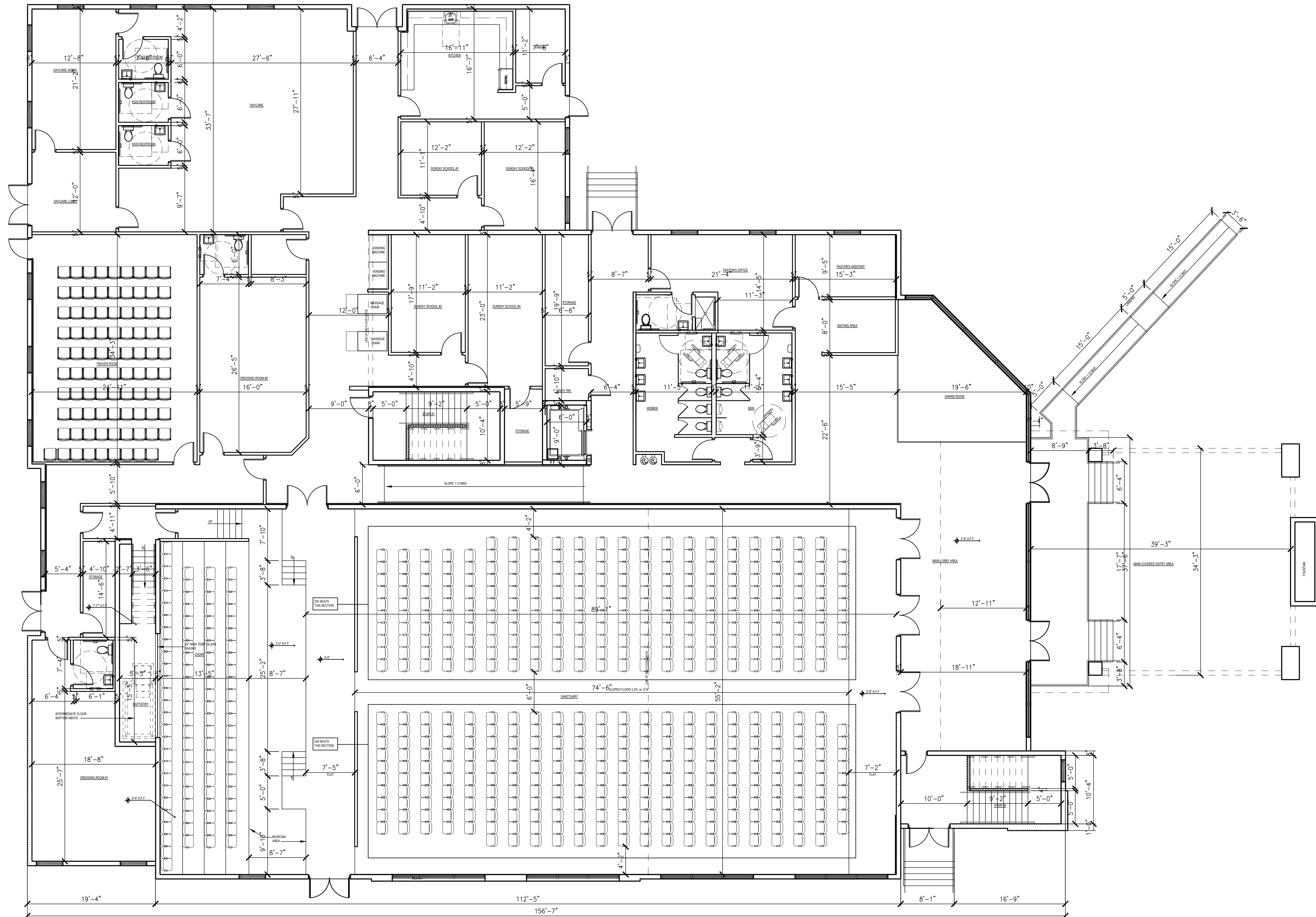
PROJECT NUMBER: 18-012
DRAWN BY: R.E.T

Copyright (c) by RALPH TAIT ARCHITECT, INC.
All Rights Reserved.

SHEET TITLE:

SHEET NUMBER:

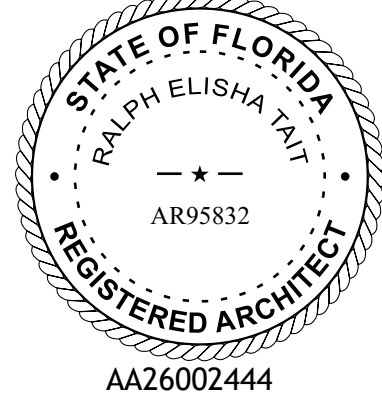
A-101





11820 Miramar Parkway, Suite 121
Miramar, Florida 33025
(P) 954-592-2841
(Fax) 954-392-7502
Email: rta@bellsouth.net
www.rtaarchitectinc.com

SEAL: AR NO. 95832



AA26002444

PROPOSED EXPANSION FOR:
BETHESDA CHRISTIAN CENTER

641 N.E. 40TH STREET
DEERFIELD BEACH, FLORIDA 33064

CLIENT:

REV	DATE	DESCRIPTION
1	09/16/2020	DRG COMMENTS
2	04/07/2021	DRG COMMENTS
3	08/01/2022	DRG COMMENTS

DESIGN
DELIVERABLE: -
ISSUE DATE: 02/05/2020

PROJECT NUMBER: 18-012

DRAWN BY: R.E.T

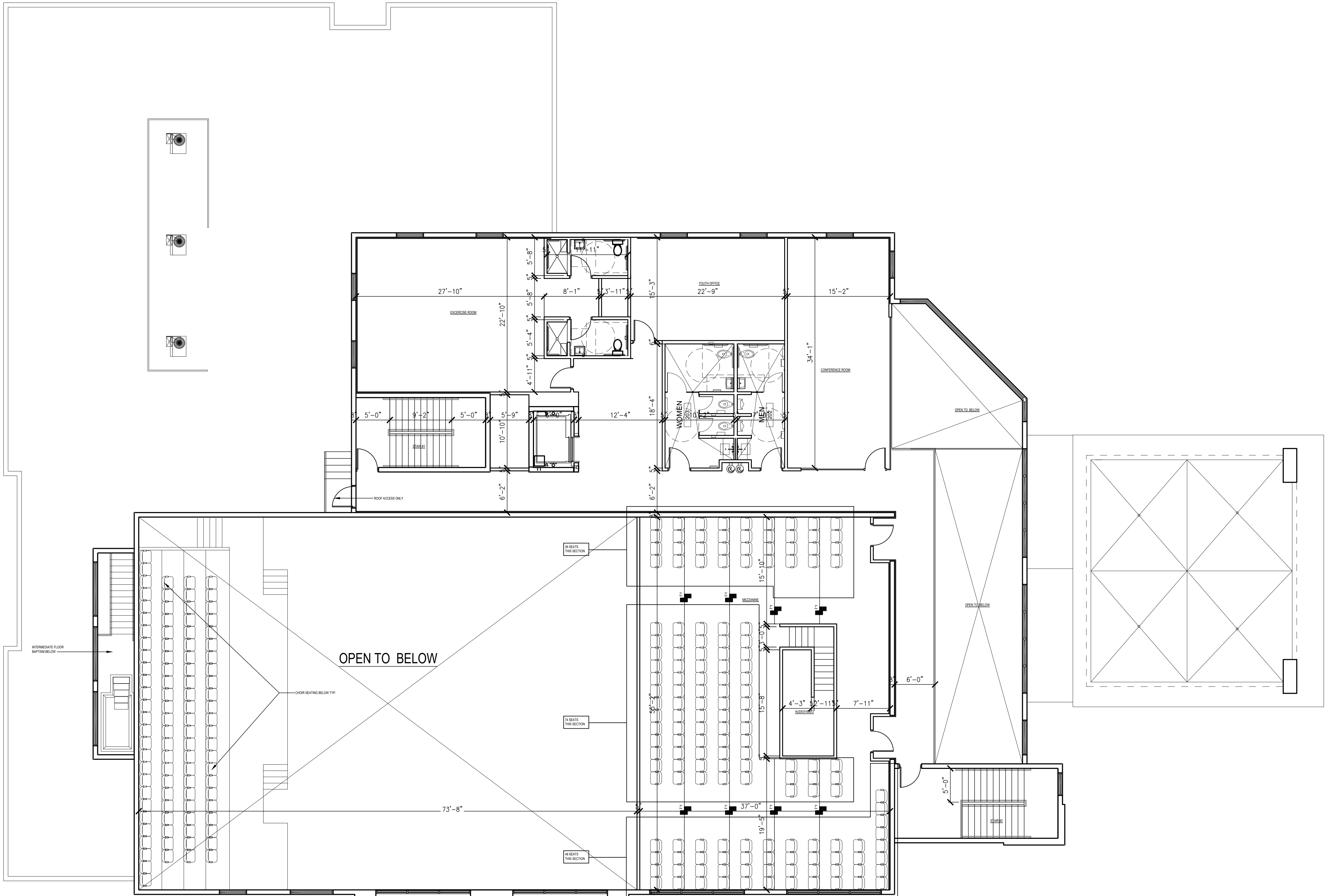
CHECKED BY: RET

Copyright (c) by RALPH TAIT ARCHITECT, INC.
All Rights Reserved.

SHEET TITLE:

SHEET NUMBER:

A-102



1

2ND FLOOR PLAN
SCALE: 1/8" = 1'-0"





STATE OF FLORIDA
RALPH ELISHA TAIT
— ★ —
AR95832
REGISTERED ARCHITECT

LICENSE NO. AA26002444

**641 NE 40 STREET
DEERFIELD BEACH, FL 33064**

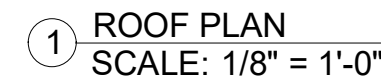
[illegible]

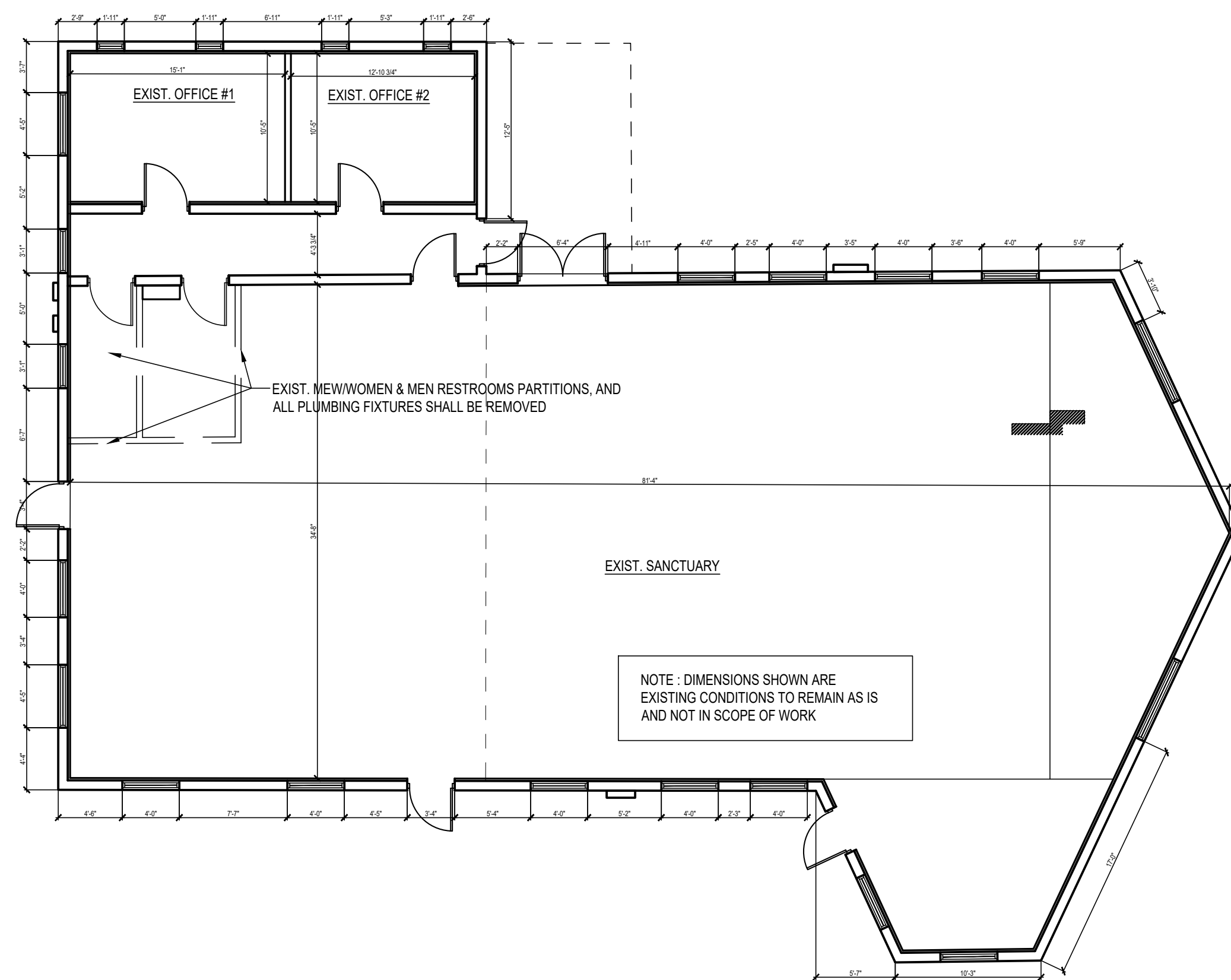
DRAWN BY: JJ
CHECKED BY: RET

Copyright (c) by RALPH TAIT ARCHITECTS, INC.
All Rights Reserved

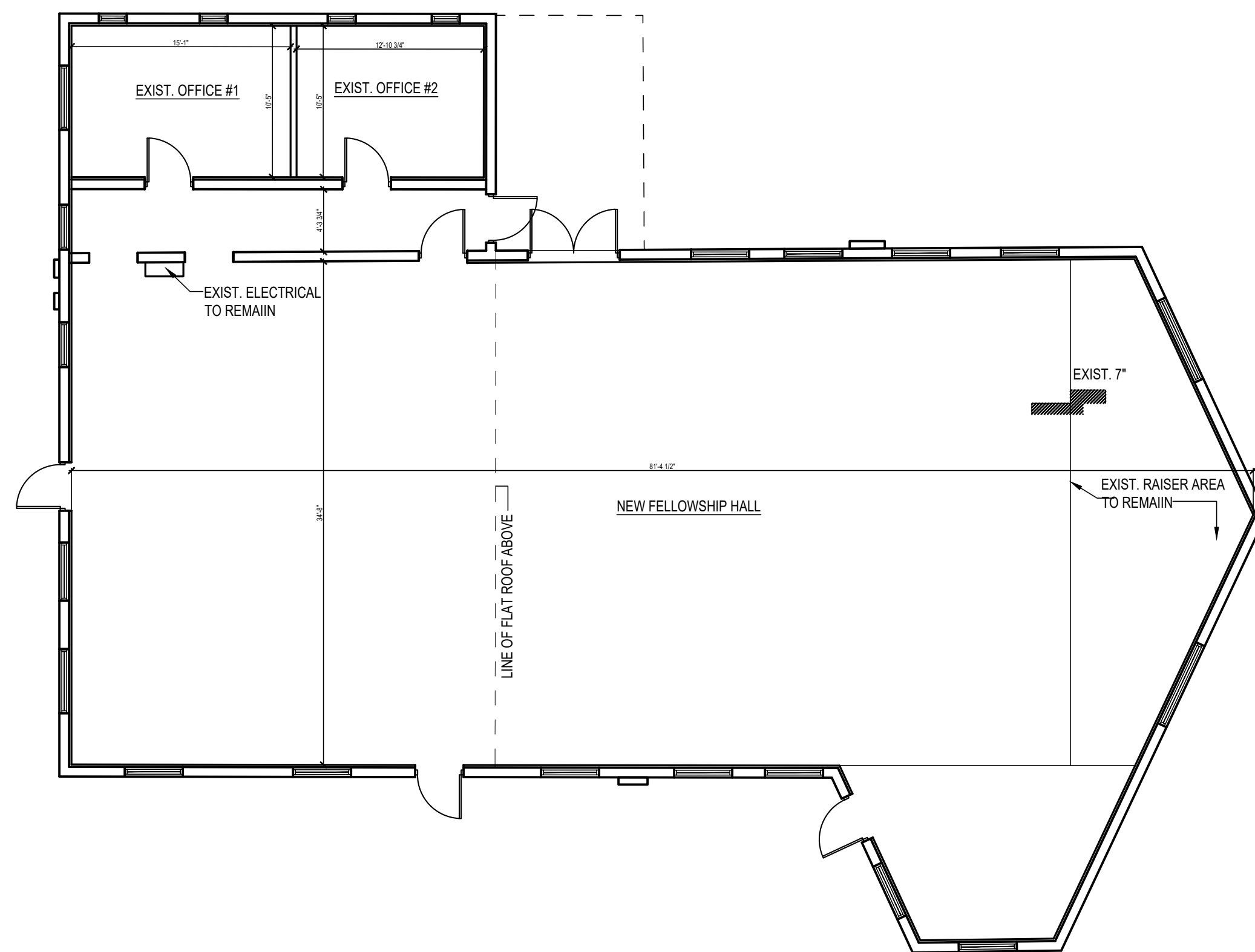
SHEET TITLE:

A-103





1 EXIST. BUILDING # 2 / DEMO FLOOR PLAN FELLOWSHIP HALL
SCALE: 1/8" = 1'-0"

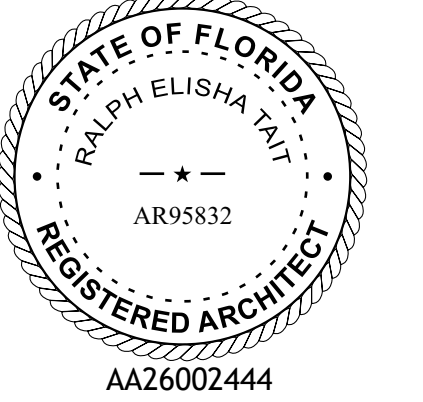


2 EXIST. BUILDING # 2 PROPOSED FLOOR PLAN FELLOWSHIP HALL (EXIST. BUILDING)
SCALE: 1/8" = 1'-0"



1820 Miramar Parkway, Suite 121
Miramar, Florida 33025
P) 954-592-2841
Fax) 954-392-7502
Email: rtait@bellsouth.net
www.rtarchitectinc.com

EAL: AR NO. 95832



**PROPOSED EXPANSION FOR:
BETHESDA CHRISTIAN CENTER**

DEERFIELD BEACH, FLORIDA 33064

_____.

[illegible]

DESIGN
DELIVERABLE: -
ISSUE DATE: 02/05/2020

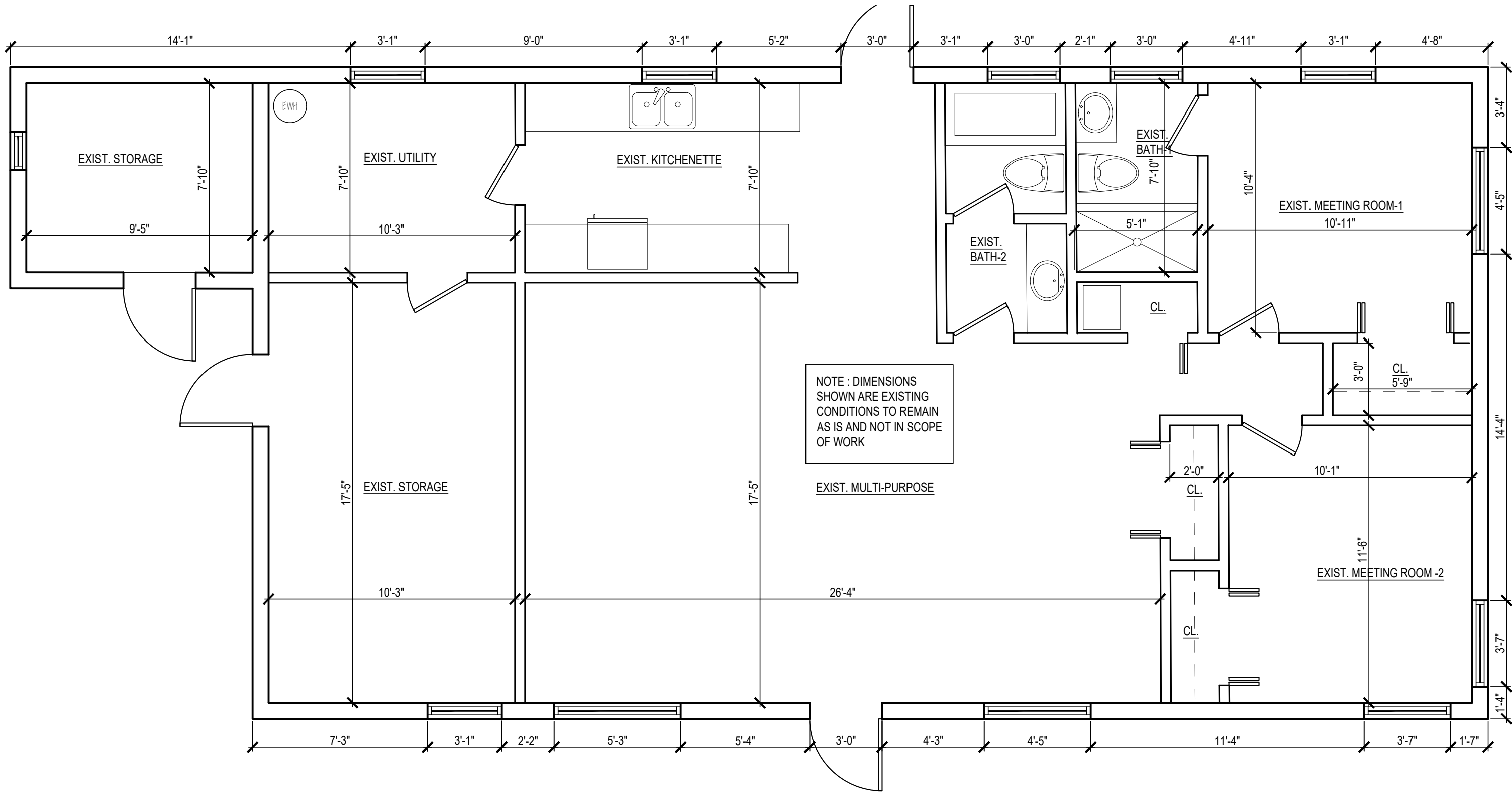
PROJECT NUMBER: 18-012
DRAWN BY: R.E.T
CHECKED BY: RET

Copyright (c) by RALPH TAIT ARCHITECT, INC.
All Rights Reserved.

SHEET TITLE:

SHEET NUMBER:

A-104

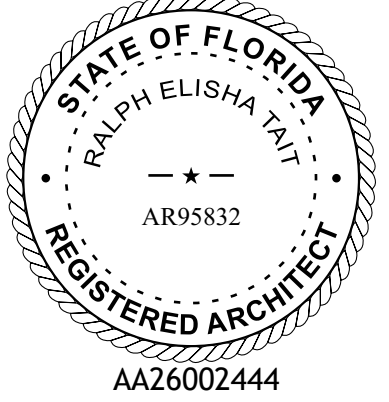


1 EXIST. FLOOR PLAN EXIST. BUILDING #3
SCALE: 1/4" = 1'-0"



11820 Miramar Parkway, Suite 121
Miramar, Florida 33025
(P) 954-592-2841
(Fax) 954-392-7502
Email: rtail@bellsouth.net
www.rtailarchitectinc.com

SEAL: AR NO. 95832



**PROPOSED EXPANSION FOR:
BETHESDA CHRISTIAN CENTER**

641 N.E. 40TH STREET
DEERFIELD BEACH, FLORIDA 33064

CLIENT:

REV	DATE	DESCRIPTION
1	09/16/2020	DRG COMMENTS
2	04/01/2021	DRG COMMENTS
3	08/01/2022	DRG COMMENTS

DESIGN
DELIVERABLE: -
ISSUE DATE: 02/05/2020

PROJECT NUMBER: 18-012

DRAWN BY: R.E.T

CHECKED BY: RET

Copyright (c) by RALPH TAIT ARCHITECT, INC.
All Rights Reserved.

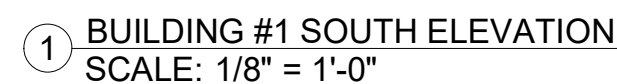
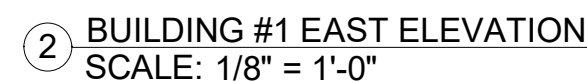
SHEET TITLE:

SHEET NUMBER:

A-105

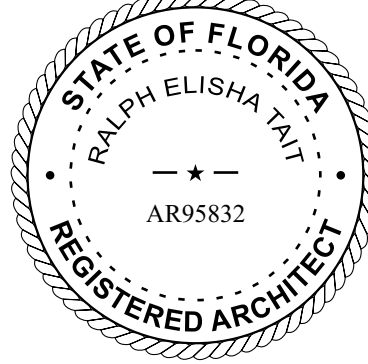
○ BUILDING PAINT PERCENTAGES
SCALE: 1/4" = 1'-0"

3 BUILDING #1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



11820 Miramar Parkway, Suite 121
Miramar, Florida, 33025
(P) 954-592-2841
(Fax) 954-392-7502
Email: rtait@bellsouth.net
www.rtarchitectinc.com

SEAL: AR NO. 95832



LICENSE NO. AA26002444

**PORPOSED EXPANSION FOR:
BETHESDA CHRISTIAN CENTER**

CLIENT.

[illegible]

DESIGN	DRC SET
DELIVERABLE:	
ISSUE DATE:	02/14/20

PROJECT NUMBER: 18-012

DRAWN BY: JJ

CHECKED BY: R.E.T

Copyright (c) by RALPH TAIT ARCHITECTS, INC.
All Rights Reserved

SHEET TITLE-

BUILDING #1 ELEVATIONS

SHEET TITLE:

A-201

641 NE 40 STREET
DEERFIELD BEACH, FL 33064

CLIENT:

[illegible]

DESIGN DRC SET

DELIVERABLE:

ISSUE DATE: 02/14/20

PROJECT NUMBER: 18-012

DRAWN BY: JJ

CHECKED BY: R.E.T.

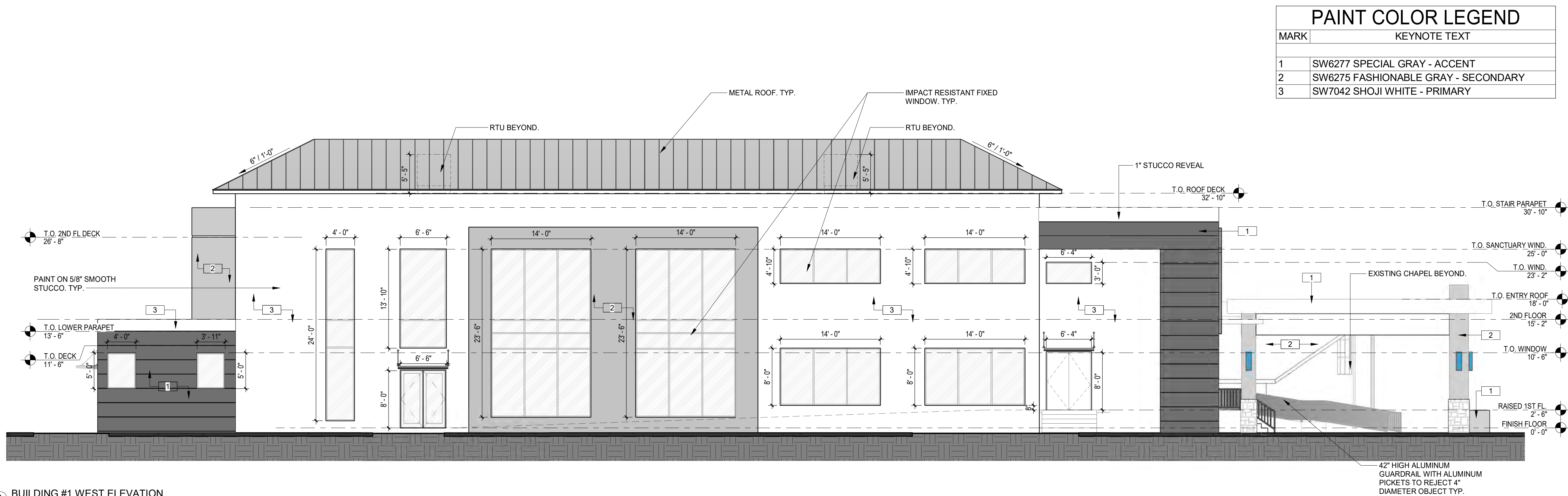
Copyright (c) by RALPH TAIT ARCHITECTS, INC.
All Rights Reserved

SHEET TITLE:

BUILDING #1 ELEVATIONS

SHEET TITLE:

A-202



1 BUILDING #1 WEST ELEVATION
SCALE: 1/8" = 1'-0"



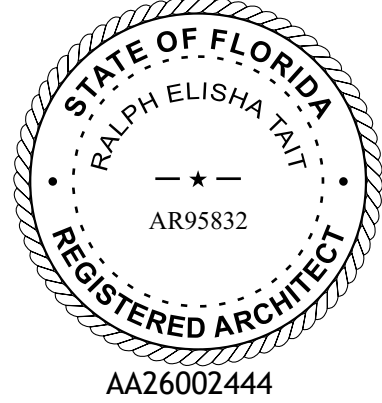
TOTAL ELEVATION PAINT (SF)	PAINT MARK	PAINT (SF)	PAINT % OF TOTAL ELEVATION
2,726 SQ. F.T	1	N/A	0 %
	2	99	3.6 %
	3	2,173	79.8 %
	4	454	16.6 %

Page 110 of 649



11820 Miramar Parkway, Suite 121
Miramar, Florida 33025
(P) 954-592-2841
(Fax) 954-392-7502
Email: rta@bellsouth.net
www.rtaarchitectinc.com

SEAL: AR NO. 95832



PROPOSED EXPANSION FOR:
BETHESDA CHRISTIAN CENTER

641 N.E. 40TH STREET
DEERFIELD BEACH, FLORIDA 33064

CLIENT:

REV	DATE	DESCRIPTION
1	09/16/2020	DRG COMMENTS
2	04/07/2021	DRG COMMENTS
3	08/01/2022	DRG COMMENTS

DESIGN
DELIVERABLE: -
ISSUE DATE: 02/05/2020

PROJECT NUMBER: 18-012

DRAWN BY: R.E.T

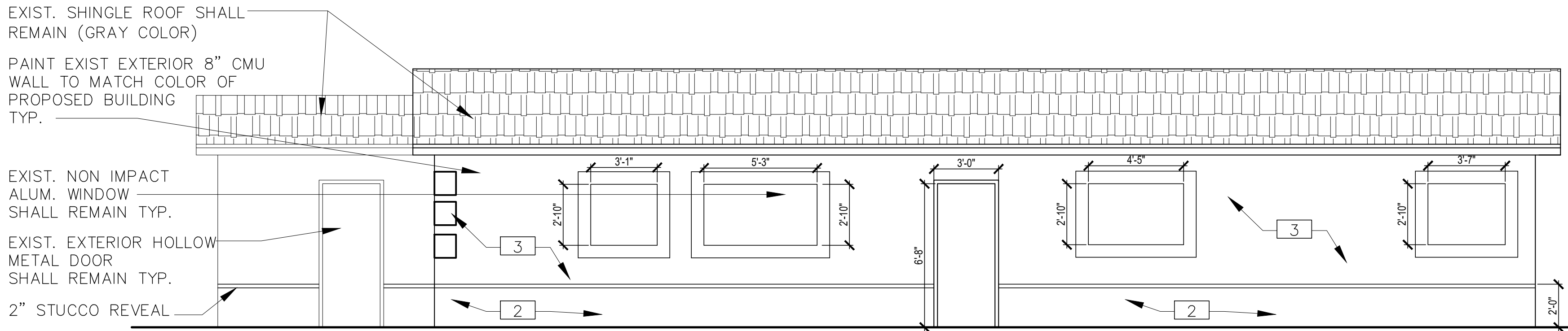
CHECKED BY: RET

Copyright (c) by RALPH TAIT ARCHITECT, INC.
All Rights Reserved.

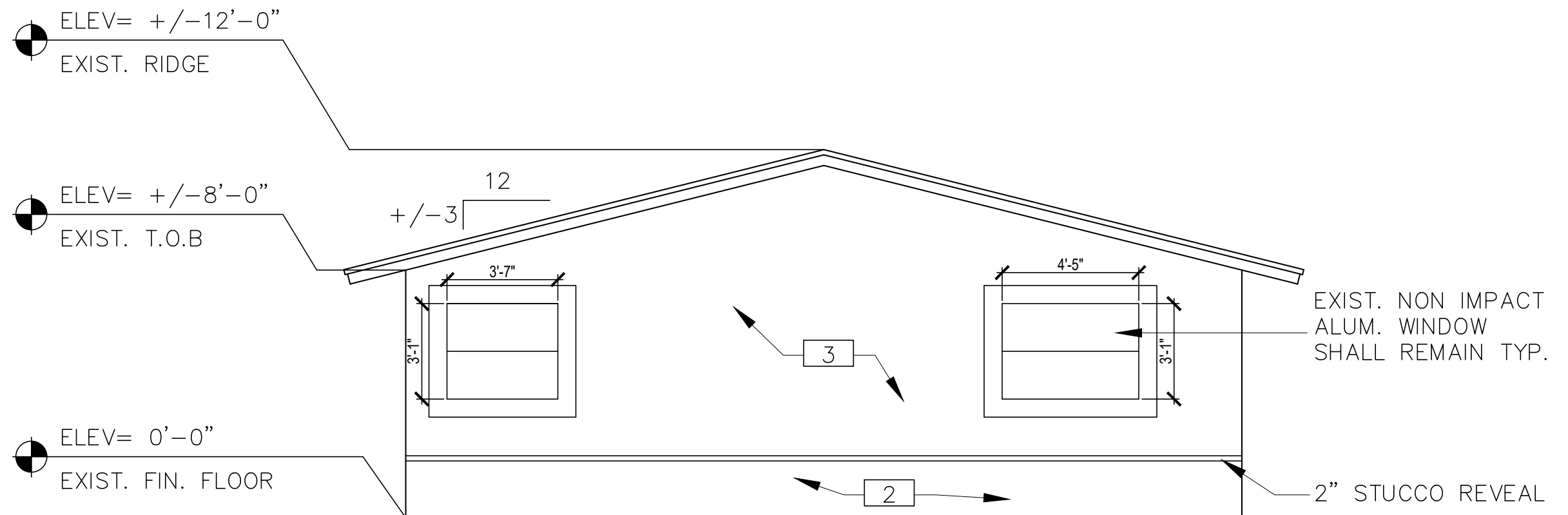
SHEET TITLE:

SHEET NUMBER:

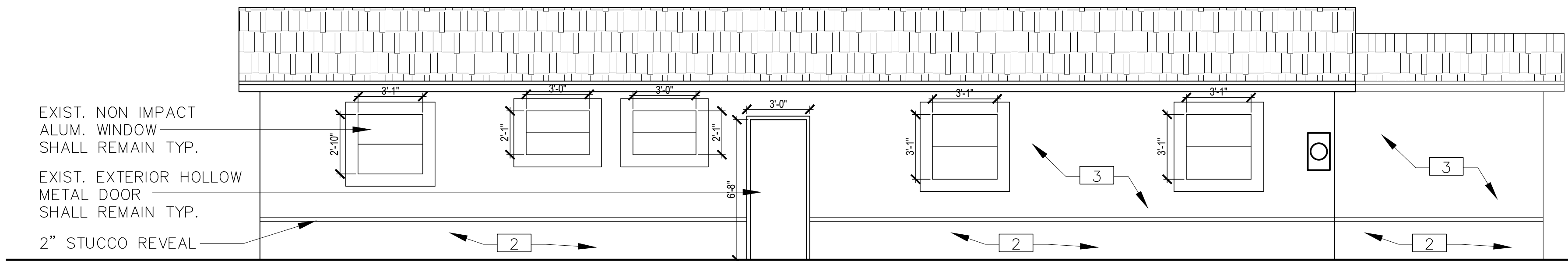
A-204



1 EXIST. BUILDING #3 SOUTH BUILDING ELEVATION
SCALE: 1/4" = 1'-0"



2 EXIST. BUILDING #3 EAST BUILDING ELEVATION
SCALE: 1/4" = 1'-0"



NOTE: DIMENSIONS
SHOWN ARE EXISTING
CONDITIONS TO REMAIN
AS IS AND NOT IN SCOPE
OF WORK

TOTAL ELEVATION
PAINT (SF)

PAINT MARK

PAINT (SF)

PAINT % OF TOTAL
ELEVATION

1,307 SQ. F.T

2

66

5 %

3

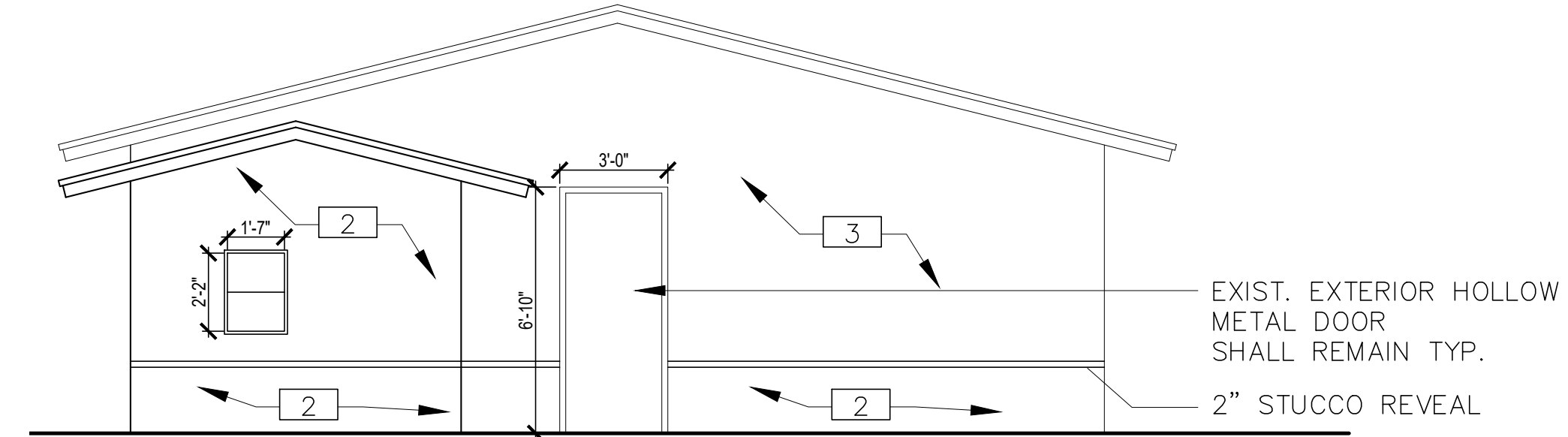
1,241

95 %

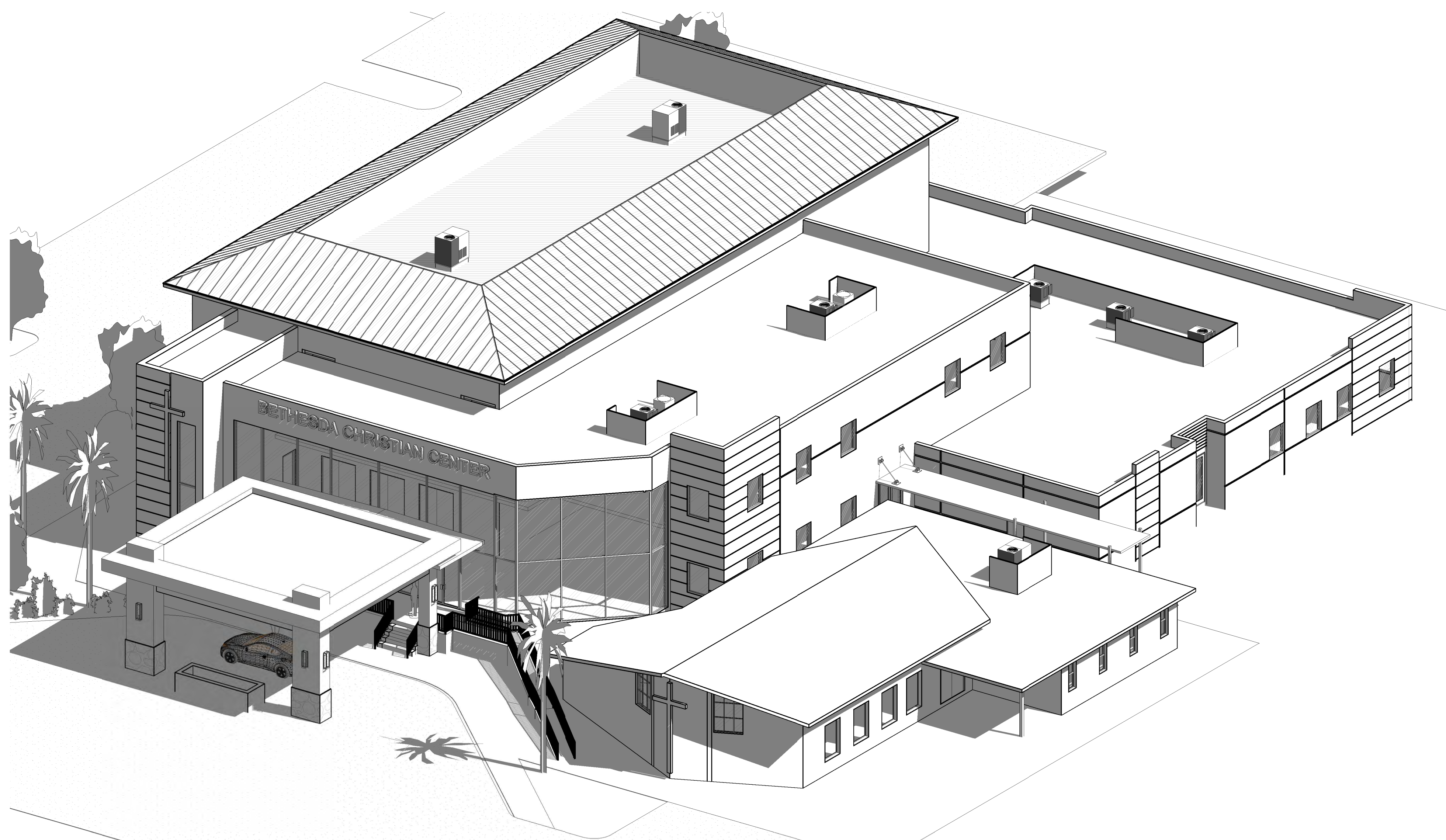
PAINT COLOR LEGEND

MARK	KEYNOTE TEXT
2	SW6275 FASHIONABLE GRAY - SECONDARY
3	SW7042 SHOJI WHITE - PRIMARY

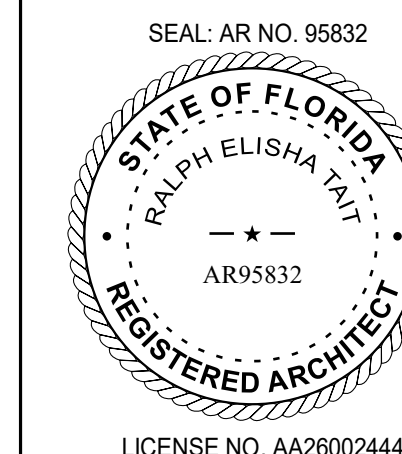
3 EXIST. BUILDING #3 NORTH BUILDING ELEVATION
SCALE: 1/4" = 1'-0"



4 EXIST. BUILDING #3 WEST BUILDING ELEVATION
SCALE: 1/4" = 1'-0"



11820 Miramar Parkway, Suite 121
Miramar, Florida, 33025
(P) 954-592-2841
(Fax) 954-392-7502
Email: rtait@bellsouth.net
www.rtarchitectinc.com



PROPOSED EXPANSION FOR:
BETHESDA CHRISTIAN CENTER

**641 NE 40 STREET
DEERFIELD BEACH, FL 33064**

CLIENT:

[illegible]

DESIGN DRC SET
DELIVERABLE:
ISSUE DATE: 02/14/20

PROJECT NUMBER 18-012

DRAWN BY: Author

CHECKED BY: Checker

Copyright (c) by RALPH TAIT ARCHITECTS, INC.
All Rights Reserved

SHEET TITLE:

**PERSPECTIVE
VIEWS**

SHEET TITLE:
A-205

Existing Tree List

Guide for Plant Appraisal, 9th Edition
Case/Location: 641 NE 40th Street, Deerfield Beach, FL
Date: 1/13/2020, Updated 3/25/2021
Appraiser: Thomas White, ASLA-ISA
ISA Arborist FL-5248A

Tree #	Species (Botanical Name / Common Name)	Ht.xSpr. (In Feet)	Class	Rating %	=	X DBH Caliper (In Inches)	X (Condition)	Condition %	=	Caliper Removed	Recommendation
1	Ficus aurea / Strangler Fig	35x60	A	100	1.00	84	Poor	0.23		19.32	To Be Removed
4	Conocarpus erectus sericeus / Silver Buttonwood	16x16	B	80	0.80	5	Fair-Good	0.65		2.60	To Be Relocated On-Site
5	Conocarpus erectus sericeus / Silver Buttonwood	16x16	B	80	0.80	5	Fair-Good	0.65		2.60	To Be Relocated On-Site
6	Conocarpus erectus sericeus / Silver Buttonwood	16x16	B	100	1.00	5	Fair-Good	0.65		3.25	To Be Relocated On-Site
7	Quercus virginiana / Live Oak	18x12	A	100	1.00	6	Good	0.72		4.32	To Be Relocated On-Site
8	Quercus virginiana / Live Oak	14x7	A	100	1.00	4	Good	0.72		2.88	To Be Relocated On-Site
9	Quercus virginiana / Live Oak	14x14	A	100	1.00	4	Good	0.72		2.88	To Be Relocated On-Site
10	Quercus virginiana / Live Oak	20x18	A	100	1.00	7	Good	0.72		5.04	To Be Relocated On-Site
11	Ficus lyrata / Fiddle Leaf Fig	25x20	C	60	0.60	7	Fair-Poor	0.33		1.39	To Be Removed
12	Mangifera indica / Mango	18x16	C	60	0.60	7	Poor	0.22		0.92	To Be Removed
16	This Space Left Blank Intentionally										
17	Quercus virginiana / Live Oak	20x18	A	100	1.00	9	Good	0.72		6.48	To Be Relocated On-Site
18	Quercus virginiana / Live Oak	20x18	A	100	1.00	9	Good	0.72		6.48	To Be Relocated On-Site
19	Bursera simarubra / Gumbo Limbo	15x15	A	100	1.00	9	Good	0.72		6.48	To Be Relocated On-Site
20	Bursera simarubra / Gumbo Limbo	14x20	A	100	1.00	10	Good	0.72		7.20	To Be Relocated On-Site
21	Quercus virginiana / Live Oak	20x12	A	100	1.00	6	Good	0.72		4.32	To Be Relocated On-Site
22	Bursera simarubra / Gumbo Limbo	14x20	A	100	1.00	6	Fair	0.45		2.70	To Be Relocated On-Site
23	Bursera simarubra / Gumbo Limbo	12x8	A	100	1.00	8	Fair	0.45		3.60	To Be Relocated On-Site
24	Mangifera indica / Mango	20x15	C	60	0.60	6	Fair	0.45		1.62	To Be Removed HR-Power Line Clearance
29	Bursera simarubra / Gumbo Limbo	16x12	A	100	1.00	8	Fair	0.45		3.60	To Remain
30	Quercus virginiana / Live Oak	20x16	A	100	1.00	8	Good	0.75		6.00	To Be Relocated On-Site
31	Conocarpus erectus sericeus / Silver Buttonwood	15x15	B	80	0.80	8	Good	0.75		4.80	To Be Relocated On-Site
32	This Space Left Blank Intentionally										
33	Quercus virginiana / Live Oak	18x12	A	100	1.00	8	Poor	0.25		2.00	To Be Removed
34	Conocarpus erectus sericeus / Silver Buttonwood	10x6	B	80	0.80	2	Very Poor	0.05		0.08	To Be Removed
35	Conocarpus erectus sericeus / Silver Buttonwood	12x6	B	80	0.80	3	Fair	0.35		0.84	To Be Relocated On-Site
36	Bursera simarubra / Gumbo Limbo	15x15	A	100	1.00	6	Poor	0.25		1.50	To Be Removed HR-Power Line Clearance
37	Bursera simarubra / Gumbo Limbo	0x0	A	80	0.80	9	Very Poor	0.05		0.36	To Be Removed 9' Stump with Sucker Growth
38	Conocarpus erectus sericeus / Silver Buttonwood	16x20	B	80	0.80	5	Fair-Poor	0.30		1.20	To Be Removed
39	Bursera simarubra / Gumbo Limbo	0x0	A	100	1.00	5	Very Poor	0.05		0.25	To Be Removed 6' Stump with Sucker Growth
41	Mangifera indica / Mango	40x40	C	60	0.60	28	Fair	0.45		7.56	To Remain
44	Mangifera indica / Mango	14x10	C	60	0.60	5	Fair	1.35		1.35	To Remain
45	Mangifera indica / Mango	14x10	C	60	0.60	5	Fair	0.45		1.35	To Remain
46	Mangifera indica / Mango	16x16	C	60	0.60	6	Fair	0.45		1.62	To Remain
47	Quercus virginiana / Live Oak	30x25	A	100	1.00	12	Good	0.70		8.40	To Remain
48	This Space Left Blank Intentionally										
49	Quercus virginiana / Live Oak	30x25	A	100	1.00	12	Good	0.70		8.40	To Remain
50	Quercus virginiana / Live Oak	30x25	A	100	1.00	12	Good	0.70		8.40	To Remain
51	Quercus virginiana / Live Oak	20x20	A	100	1.00	10	Good	0.70		7.00	To Remain
53	Ficus nitida / Cuban Laurel	25x25	C	60	0.60	36	Very Poor	0.07		1.51	To Be Removed Major Trunk Damage
54	Quercus virginiana / Live Oak	25x30	A	100	1.00	8	Good	0.72		5.76	To Be Relocated On-Site
55	Quercus virginiana / Live Oak	25x20	A	100	1.00	7	Fair-Good	0.65		4.55	To Be Relocated On-Site
56	Ficus benjamina / Weeping Fig	20x20	B	80	0.80	16	Very Poor	0.07		0.90	To Be Removed
57	Conocarpus erectus sericeus / Silver Buttonwood	16x8	B	80	0.80	4	Fair	0.45		1.44	To Be Removed
58	Conocarpus erectus sericeus / Silver Buttonwood	25x20	B	80	0.80	9	Poor	0.25		1.80	To Be Removed
60	Ficus benjamina / Weeping Fig	25x25	B	80	0.80	24	Very Poor	0.05		0.96	To Be Removed
33.25											See Plant List for Caliper Mitigation

Condition:

Specimen	100-80	%
Good-Healthy	79-60	%
Fair	59-40	%
Poor	39-20	%
Very Poor	19-1	%
Dead-Cull	0	%

Class

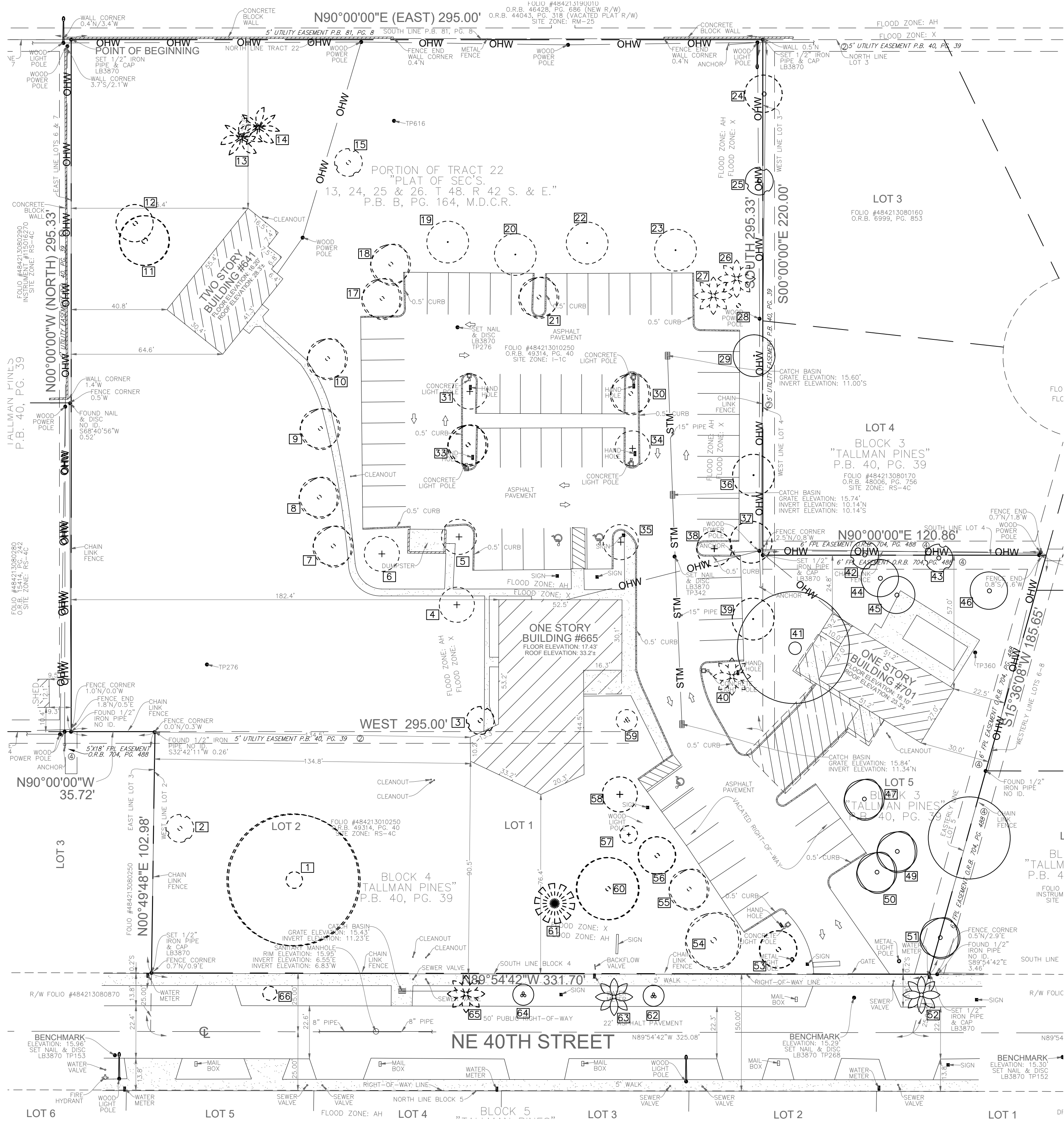
A	100%
B	80%
C	60%
D	40%
E	20%

Existing Palm List

Replacement Cost Method per CILA 9th Edition (pgs. 68-69)

Palm #	Species (Botanical Name / Common Name)	GW (In Feet)	Class	Rating %	=	Height-OA (In Feet)	#1 Palm CT (In Feet)	#2 Installation Cost	#3 Condition %	#4 Location	#5 (#1 x 2x3x4) Final Value	Recommendation
2	Sabal palmetto / Cabbage Palm	14	C	60	0.60	20	10	100	45%	0.4	\$180	To Be Relocated On-Site
3	Sabal palmetto / Cabbage Palm	4	C	60	0.60	7	4	100	50%	0.4	\$80	To Be Removed
13	Cocos nucifera / Coconut Palm	3	C	60	0.60	9	3	100	30%	0.4	\$36	To Be Removed
14	Cocos nucifera / Coconut Palm	3	C	60	0.60	9	3	100	30%	0.4	\$36	To Be Removed
15	Sabal palmetto / Cabbage Palm	14	C	60	0.60	12	12	100	30%	0.4	\$144	To Be Relocated On-Site
25	Sabal palmetto / Cabbage Palm	14	C	60	0.60	12	8	100	30%	0.4	\$96	To Remain
26	Roystonia regia / Florida Royal Palm	26	C	60	0.60	30	25	150	30%	0.4	\$450	To Be Relocated On-Site
27	Roystonia regia / Florida Royal Palm	26	C	60	0.60	30	22	150	30%	0.4	\$396	To Be Relocated On-Site
28	Roystonia regia / Florida Royal Palm	20	C	60	0.60	12	0	0	0%	0.4	\$0	To Be Removed-Dead
40	Roystonia regia / Florida Royal Palm	25	C	60	0.60	12	25	150	30%	0.4	\$450	To Be Relocated On-Site
42	Sabal palmetto / Cabbage Palm	8	C	60	0.60	12	8	100	30%	0.4	\$72	To Remain
43	Sabal palmetto / Cabbage Palm	14	C	60	0.60	12	8	100	30%	0.4	\$96	To Remain
52	Roystonia regia / Florida Royal Palm	18	C	60	0.60	12	12	150	30%	0.4	\$216	To Remain
59	Adonidia merillii / Christmas Palm	12	D	40	0.40	12	10	100	30%	0.4	\$120	To Be Relocated On-Site
61	Phoenix reclinata / Senegal Date Palm	7	C	60	0.60	12	7	100	5%	0.4	\$14	To Remain
62	Adonidia merillii / Christmas Palm	7	C	60	0.60	12	7	100	30%	0.4	\$84	To Remain
63	Roystonia regia / Florida Royal Palm	22	C	60	0.60	12	20	150	30%	0.4	\$360	To Remain
64	Adonidia merillii / Christmas Palm	6	D	40	0.40	12	6	100	30%	0.4	\$72	To Remain
65	Roystonia regia / Florida Royal Palm	14	C	60	0.60	12	14	100	5%	0.4	\$28	To Be Removed-Frizzle Top
66	Beaucarnea recurvata / Ponytail Palm	3	D	40	0.40	6	3	100	30%	0.4	\$36	To Be Removed

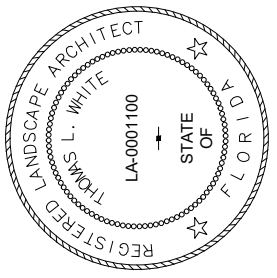
Appraised Value = {Basic Tree Cost (Base Value) x Species % x Condition % x Location %}



THOMAS WHITE, ASLA-ISA
LANDSCAPE ARCHITECT, LEED GREEN
ASSOCIATE, CERTIFIED ARBORIST
2600 NE 27th AVENUE
FORT LAUDERDALE, FLORIDA 33306
tcawhite@ellsouth.net
954-253-2265

REVISIONS

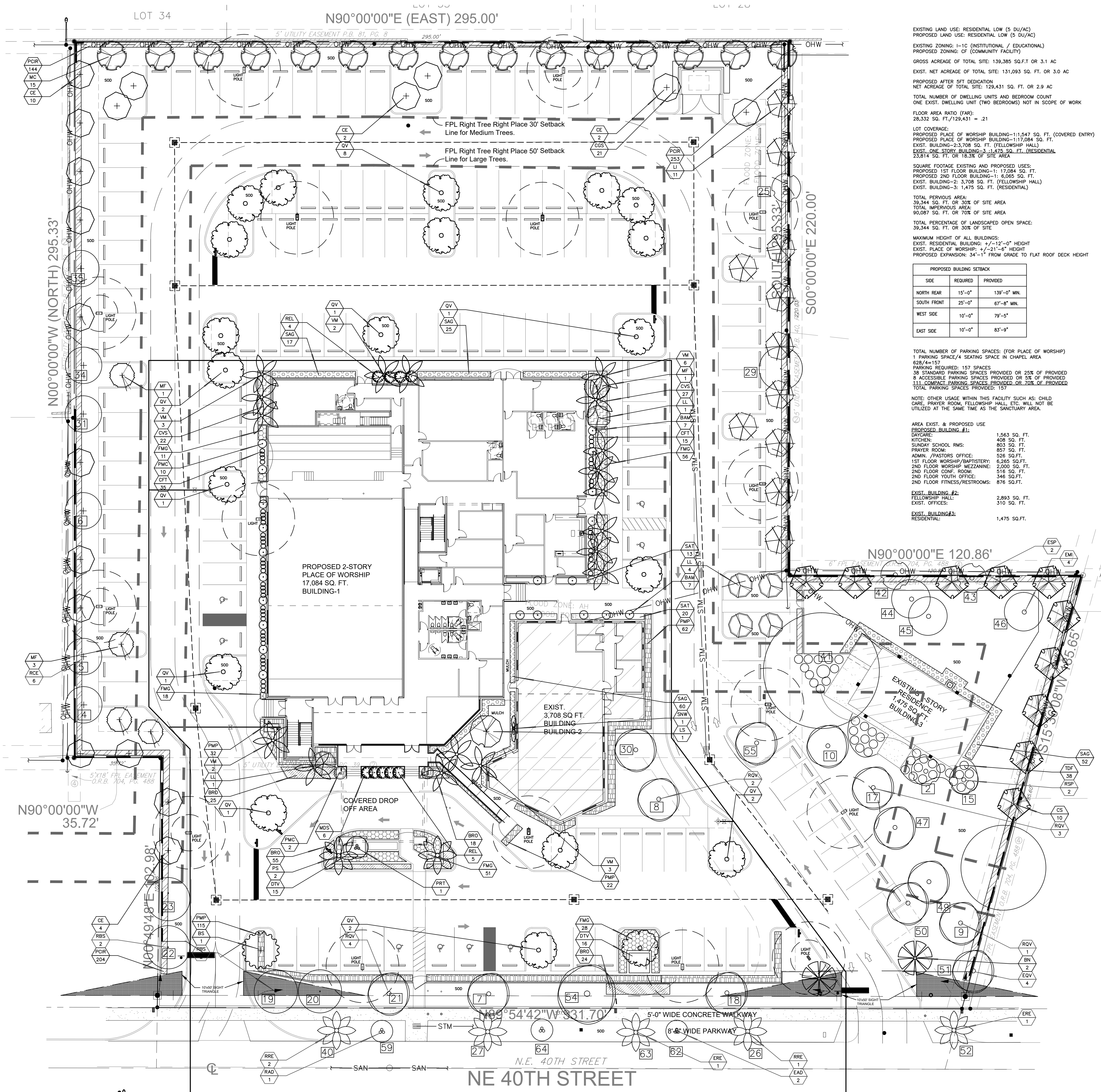
Tree Survey / Disposition Plan
Bethesda Christian Center
641 NE 40th Street
Deerfield Beach, Florida 33404



DRAWN:
TW
CHECKED:
TW
DATE:
2-1-2020
SCALE: 1"=30'

Sheet No.
L-1
Sheet 1 Of 4





EXISTING LAND USE: RESIDENTIAL LOW (5 DU/AC)
PROPOSED LAND USE: RESIDENTIAL LOW (5 DU/AC)

EXISTING ZONING: I-1C (INSTITUTIONAL / EDUCATIONAL)
PROPOSED ZONING: CF (COMMUNITY FACILITY)

GROSS ACREAGE OF TOTAL SITE: 139,385 SQ. FT. OR 3.1 AC
EXIST. NET ACREAGE OF TOTAL SITE: 131,093 SQ. FT. OR 3.0 AC

PROPOSED AFTER 5FT DEDICATION
NET ACREAGE OF TOTAL SITE: 129,431 SQ. FT. OR 2.9 AC

TOTAL NUMBER OF DWELLING UNITS AND BEDROOM COUNT
ONE EXIST. DWELLING UNIT (TWO BEDROOMS) NOT IN SCOPE OF WORK

FLOOR AREA RATIO (FAR):
28,332 SQ. FT. / 129,431 = .21

LOT COVERAGE:
PROPOSED PLACE OF WORSHIP BUILDING-1: 1,547 SQ. FT. (COVERED ENTRY)
EXIST. BUILDING-2: 3,708 SQ. FT. (FELLOWSHIP HALL)
EXIST. ONE STORY BUILDING-3: 1,475 SQ. FT. (RESIDENTIAL)
23,814 SQ. FT. OR 18.3% OF SITE AREA

SQUARE FOOTAGE EXISTING AND PROPOSED USES:
PROPOSED 1ST FLOOR BUILDING-1: 17,084 SQ. FT.
PROPOSED 2ND FLOOR BUILDING-1: 6,065 SQ. FT.
EXIST. BUILDING-2: 3,708 SQ. FT. (FELLOWSHIP HALL)
EXIST. BUILDING-3: 1,475 SQ. FT. (RESIDENTIAL)

TOTAL PAVEMENT AREA:
39,344 SQ. FT. OR 30% OF SITE AREA
TOTAL IMPERVIOUS AREA:
90,087 SQ. FT. OR 70% OF SITE AREA

TOTAL PERCENTAGE OF LANDSCAPED OPEN SPACE:
39,344 SQ. FT. OR 30% OF SITE

MAXIMUM HEIGHT OF ALL BUILDINGS:
EXIST. RESIDENTIAL BUILDING: +/- 12'-0" HEIGHT
EXIST. PLACE OF WORSHIP: +/- 21'-6" HEIGHT
PROPOSED EXPANSION: 34'-1" FROM GRADE TO FLAT ROOF DECK HEIGHT

PROPOSED BUILDING SETBACK		
SIDE	REQUIRED	PROVIDED
NORTH REAR	15'-0"	139'-0" MIN.
SOUTH FRONT	25'-0"	67'-8" MIN.
WEST SIDE	10'-0"	79'-5"
EAST SIDE	10'-0"	83'-9"

TOTAL NUMBER OF PARKING SPACES: (FOR PLACE OF WORSHIP)
1 PARKING SPACE/4 SEATING SPACES IN CHAPEL AREA
628/4=157

PARKING REQUIRED: 157 SPACES
58 STANDARD PARKING SPACES PROVIDED OR 25% OF PROVIDED
8 ACCESSIBLE PARKING SPACES PROVIDED OR 5% OF PROVIDED
111 COMPACT PARKING SPACES PROVIDED OR 70% OF PROVIDED
TOTAL PARKING SPACES PROVIDED: 157

NOTE: OTHER USAGE WITHIN THIS FACILITY SUCH AS: CHILD CARE, PRAYER ROOM, FELLOWSHIP HALL, ETC. WILL NOT BE UTILIZED AT THE SAME TIME AS THE SANCTUARY AREA.

AREA EXIST. & PROPOSED USE

PROPOSED BUILDING #1:	
DATUM:	1,563 SQ. FT.
KITCHEN:	408 SQ. FT.
SUNDAY SCHOOL RMS:	803 SQ. FT.
PRAYER ROOM:	857 SQ. FT.
ADMIN. / PASTORS OFFICE:	526 SQ. FT.
1ST FLOOR WORSHIP/BAPTISTRY:	6,266 SQ. FT.
2ND FLOOR WORSHIP/MEZZANINE:	2,000 SQ. FT.
2ND FLOOR CONF. ROOM:	516 SQ. FT.
2ND FLOOR YOUTH OFFICE:	346 SQ. FT.
2ND FLOOR FITNESS/RESTROOMS:	876 SQ. FT.

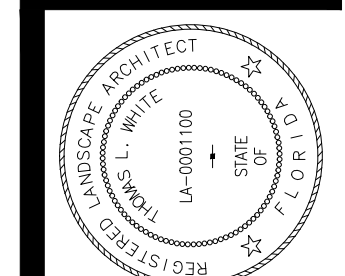
EXIST. BUILDING #2:
FELLOWSHIP HALL:
EXIST. OFFICES:
2,893 SQ. FT.
310 SQ. FT.

EXIST. BUILDING #3:
RESIDENTIAL:
1,475 SQ. FT.

THOMAS WHITE, ASLA-ISA
LANDSCAPE ARCHITECT, LEED GREEN
ASSOCIATE, CERTIFIED ARBORIST
2600 NE 27th AVENUE
FORT LAUDERDALE, FLORIDA 33306
tcawhite@bellsouth.net
954-253-2265

REVISIONS	
8-13-2020	Per City Comments
8-31-2021	Exist. Sign Fence Altered

Landscape Plan
Bethesda Christian Center
641 NE 40th Street
Deerfield Beach, Florida 33484



DRAWN: TW
CHECKED: TW
DATE: 2-1-2020
SCALE: 1"=20'

Sheet No.
L-2
Sheet 2 Of 4



GENERAL PLANTING REQUIREMENTS

The plan takes precedence over the plant list.

2 Full business days before digging, call toll free 1-800-432-4770 Sunshine State One Call of Florida, Inc. Notification Center. For City of Fort Lauderdale Utilities call 1-954-828-8000. Contractors are responsible for coordinating with the owners and appropriate public agencies to assist in locating and verifying all underground utilities prior to excavation. All existing utilities shown on the plans are to be considered approximate and should be verified by the contractor prior to the start of work operations..

General site and berm grading to +/- 1 inch (1") shall be provided by the general contractor. All finished site grading and final decorative berm shaping shall be provided by the landscape contractor.

All sizes shown for plant material on the plans are to be considered Minimum. All plant material must meet or exceed these minimum requirements for both height and spread. Any other requirements for specific shape or effect as noted on the plan(s) will also be required for final acceptance.

All plant material furnished by the landscape contractor shall be Florida #1 or better as established by Grades and Standards for Florida Nursery Trees and Plants.

All trees designated as single trunk shall have a single, relatively straight, dominant leader, proper structural branching and even branch distribution. Trees with bark inclusion, tipped branches, and co-dominant trunks will not be accepted. Trees with girdling, circling and/or plunging roots will be rejected.

All planting beds shall be free of all rocks 1/2" or larger, sticks, and objectionable material including weeds, weed seeds. All limerock shall be removed/cleaned down to the native soils. Planting soil 50/50 sand/topsoil mix shall be delivered to the site in a clean loose and friable condition and is required around the root ball of all trees and palms, the top 6" of all shrubs and ground cover beds. This soil can be tilled into the existing soil after the existing soil has been cleaned of all rocks, limestone and sticks. Recycled compost is encouraged as a soil amendment alternative. Sod 1.5-2" topsoil comes furnished.

All burlap, string, cords, wire baskets, plastic or metal containers shall be removed from the rootballs before planting. Remove all bamboo and metal nursery stakes. Remove all tagging tape.

All trees/palms shall be planted so the top of the root ball, root flare is slightly above final grade. Shrub material shall be planted such that the top of the plant ball is flush with the surrounding grade. It is the sole responsibility of the landscape contractor to insure that all new plantings receive adequate water during the installation and during all plant warranty periods. Deep watering of all new trees and palms and any supplemental watering that may be required to augment natural rainfall and site irrigation is mandatory to insure proper plant development and shall be provided as a part of this contract.

All trees/palms shall be staked using biodegradable material. No wire, black strapping, or other synthetic material shall be used. Nailing into trees and palms for any reason is prohibited and the material will be rejected. Please refer to the planting details

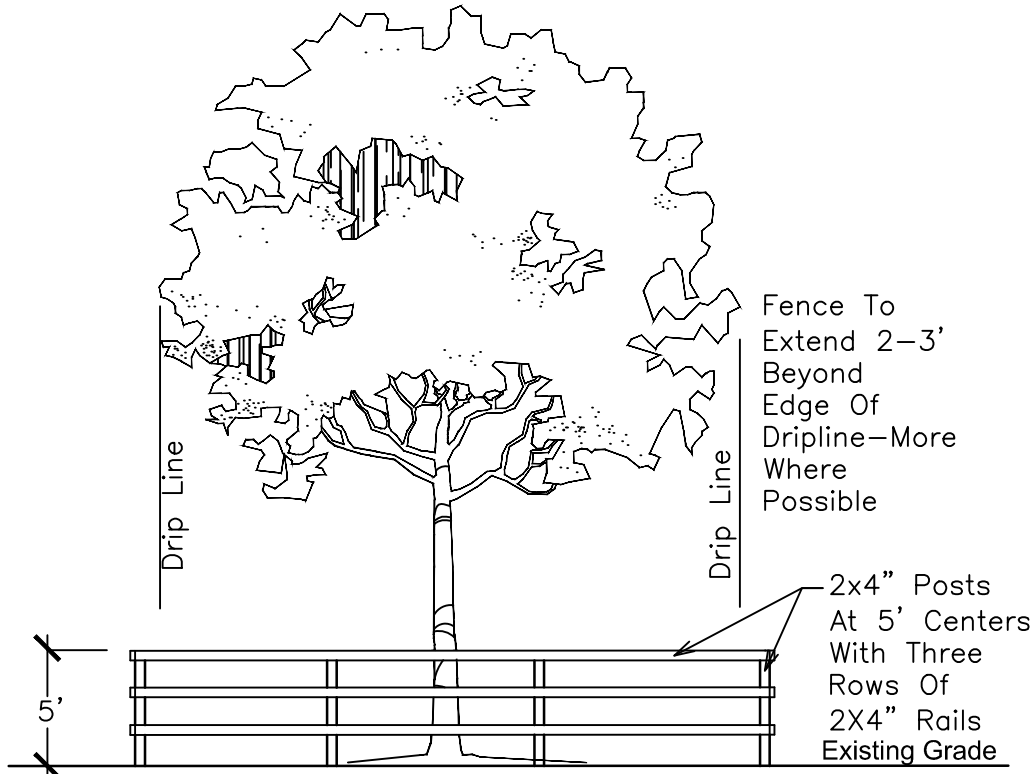
All landscape areas shall be irrigated by a fully automatic sprinkler system with a minimum 100% coverage with all heads adjusted to 50% overlap. Each system shall be installed with an operational rain sensor and rust inhibitor.

No fertilizers are required.

All landscape areas shall be covered with Pine Straw, Pine Bark, Eucalyptus or sterilized seed free Melaleuca mulch to a minimum depth of two inches (2") of cover when settled. Spread mulch to 1" thickness 3" away from the trunks/stems of all plant material. All trees in sodded areas shall have a clean cut 4" diameter mulch ring. The 5-6" height water ring shall be made from mulch, not soil. Certain areas may receive a thicker mulch cover where noted on plans. Cypress, red, gold and green mulch is prohibited.

Please refer to the planting details for a graphic representation of the above notes.

All plant material as included herein shall be warranted by the landscape contractor for a minimum period as follows: All trees and palms for 12 months, all shrubs, vines, groundcovers and miscellaneous planting materials for 90 days after final acceptance by the owner or owner's representative.

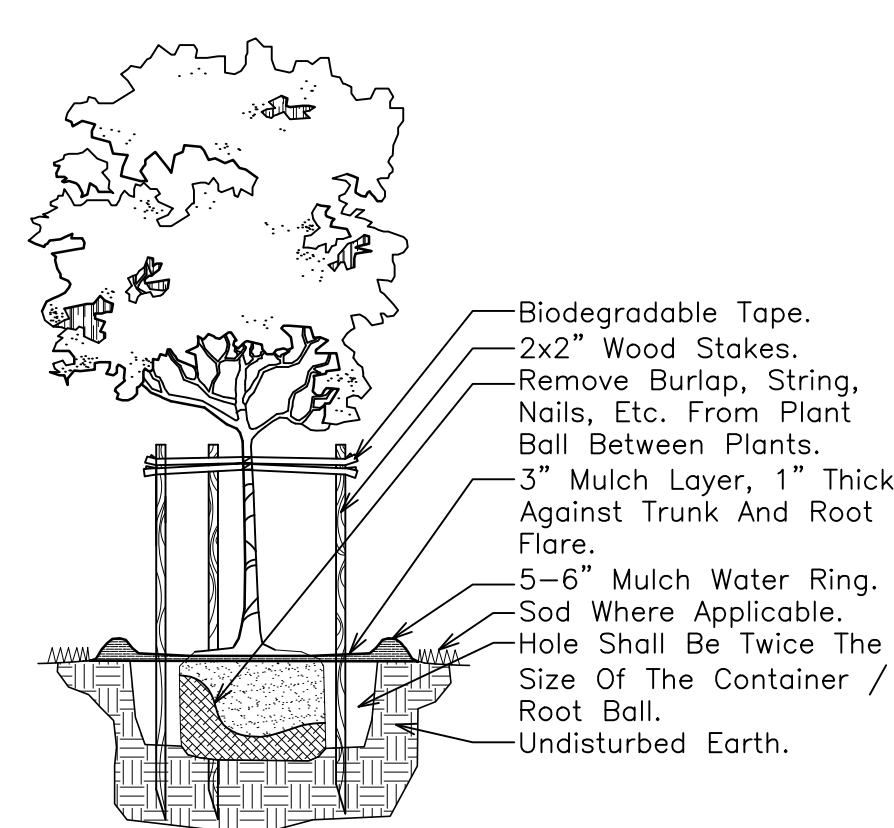


NOTE:
From The Start And Throughout The Duration Of The Project:
Contractor To Install A Wood Fence Barrier To Form A
Continuous Circle Around The Tree Or All Existing Trees To
Remain.

Contractor Shall Take Extra Care During Earthwork And Utility
Operations To Protect All Existing Trees And Shall Be
Responsible To Replace Any Damaged Trees During
Construction.

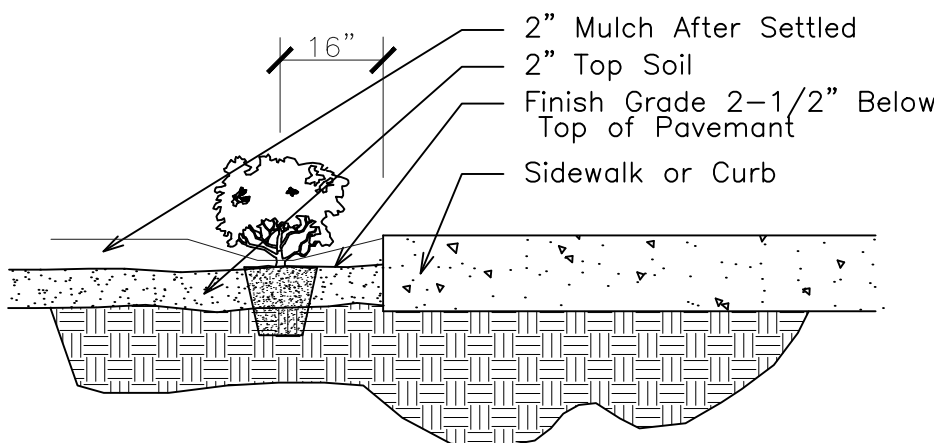
EXISTING TREE PROTECTION DETAIL

NTS



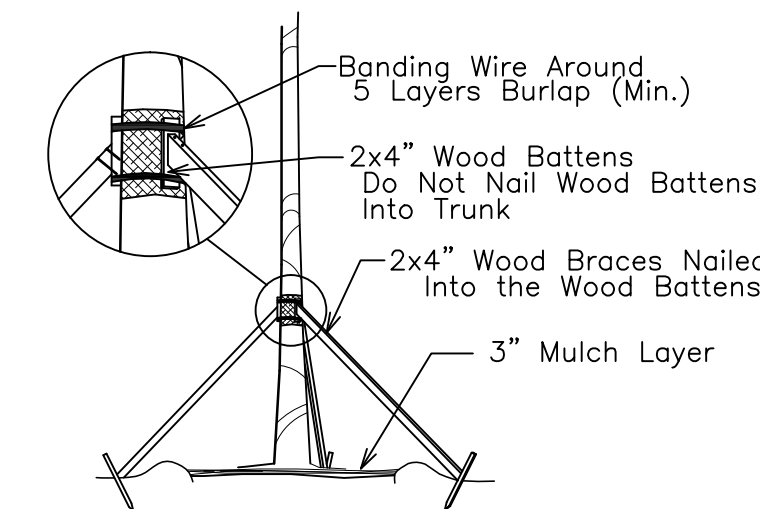
SMALL TREE PLANTING DETAIL

NTS



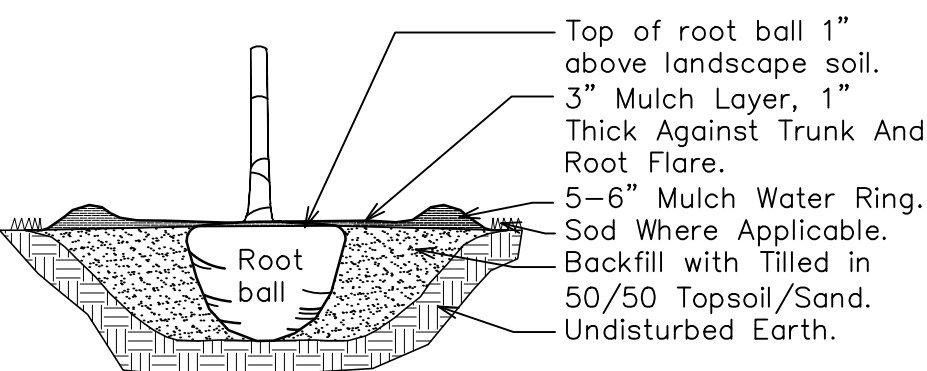
SHRUB INSTALLATION DETAIL

NTS



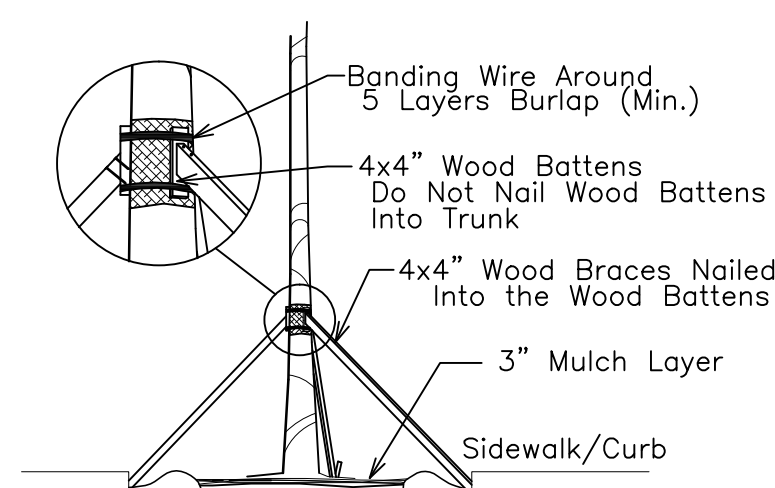
TREE/PALM BRACING DETAIL

NTS



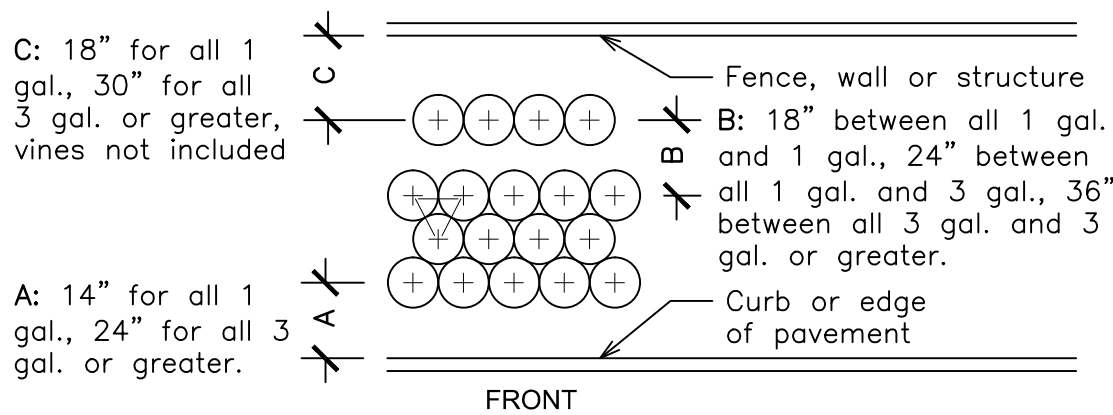
TREE/PALM PLANTING DETAIL

NTS



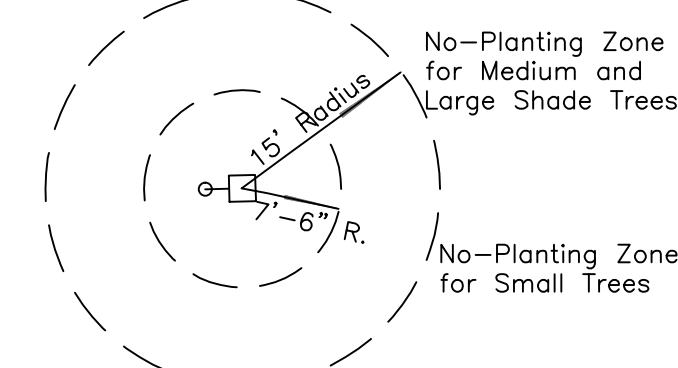
DATE PALM BRACING DETAIL

NTS



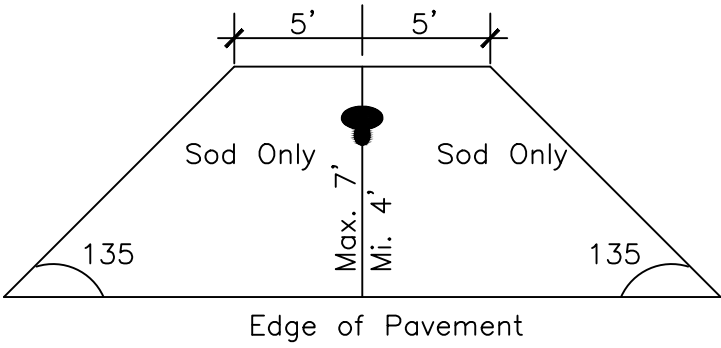
TYPICAL PLANT SPACING DETAIL

NTS



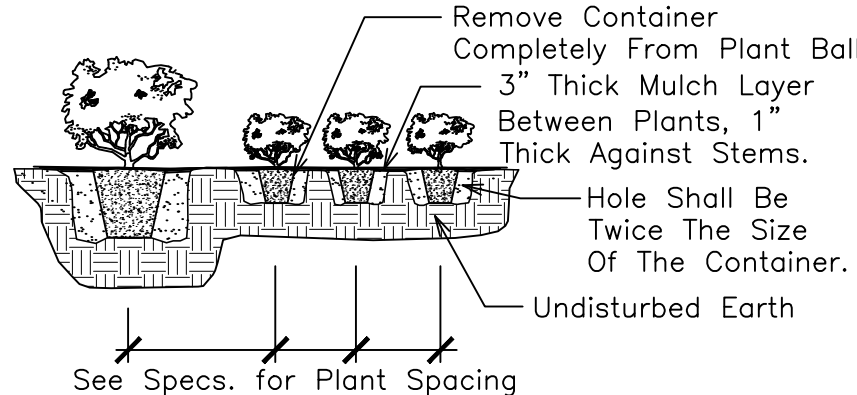
LIGHT POLES

NTS



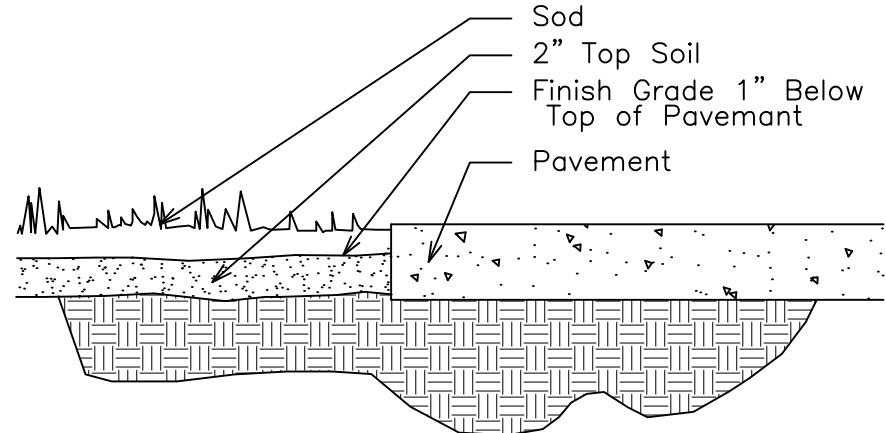
FIRE HYDRANT CLEAR ZONE

NTS



SHRUB PLANTING DETAIL

NTS



SOD INSTALLATION DETAIL

NTS

PLANT LIST

Code	Drought	Qty.	Botanical Name / Common Name	Specifications	Mitigation Trees
					Caliper RemovedCaliper Added
EXISTING TREES / PALMS					
EAD	V	2	Adonidia merillii / Christmas Palm	See Existing Tree / Palm List	
EMI	V	4	Mangifera indica / Mango	See Existing Tree / Palm List	
EQV (N)	V	4	Quercus virginiana / Live Oak	See Existing Tree / Palm List	
ERE (N)	V	2	Roystonia regia / Florida Royal Palm	See Existing Tree / Palm List	
ESP (N)	V	2	Sabal palmetto / Cabbage Palm	See Existing Tree / Palm List	
RELOCATED TREES / PALMS					
RAD	V	1	Adonidia merillii / Christmas Palm	See Existing Tree / Palm List	
RBS (N)	V	4	Bursera simarubra / Gumbo Limbo	See Existing Tree / Palm List	
RCE (N)	V	6	Conocarpus erectus sericeus / Silver Buttonwood	See Existing Tree / Palm List	
RCV (N)	V	10	Quercus virginiana / Live Oak	See Existing Tree / Palm List	
RRE (N)	V	5	Roystonia regia / Florida Royal Palm	See Existing Tree / Palm List	
RSP (N)	V	2	Sabal palmetto / Cabbage Palm	See Existing Tree / Palm List	
		42	Total Existing and Relocated Trees		
		35	Native Trees / Palms		
		83%	Native Trees / Palms		
PROPOSED TREES / PALMS					
BN	V	2	Bismarckia nobilis / Bismarck Palm	8x8", Heavy Caliper	
BS	(N)	1	Bursera simarubra / Gumbo Limbo	14" Ht. x 5-6 Spr., 5 CT, 2.5" Cal.	
CE	(N)	18	Conocarpus erectus sericeus / Silver Buttonwood	10" Ht. x 4-5 Spr., 4 CT, 1.5" Cal.	
CS	(N)	10	Cordia sebestena / Orange Geiger (Flwr)	10" Ht. x 4-5 Spr., 4 CT, 1.5" Cal.	
LI	V	11	Lagerstroemia indica / Crape Myrtle (Flwr)	14" Ht. x 5-6 Spr., 5 CT, 6" Cal., Multi 6 Trunks Min. at 1" Cal. Ea.	
LL	V	6	Ligustrum lucidum / Ligustrum Tree	7-8" Ht. x 6-7 Spr., 5 CT, 12" Cal., Multi 4 Trunks Min. at 3" Cal. Ea.	33.2572
LS	V	1	Lagerstroemia speciosa / Queen's Crape Myrtle (Flwr)	14" Ht. x 5-6 Spr., 5 CT, 2.5" Cal.	
MC (N)	V	15	Myrica cerifera / Wax Myrtle	14" Ht. x 5-6 Spr., 5 CT, 2.5" Cal.	
MF	(N)	5	Myrcianthes fragrans / Simpson Stopper	14" Ht. x 5-6 Spr., 5 CT, 2.5" Cal.	
PS	V	2	Phoenix Sylvestris / Silver Date Palm	16 CT (Nut Included), 14" DBH, Specimen	
QV	(N)	19	Quercus virginiana / Live Oak	16 Ht. x 5-6 Spr., 5 CT, 2.5" Cal.	
VM	V	16	Veitchia montgomeryana / Montgomery Palm	16 GW	
		106	Total Proposed Trees / Palms		
		68	Native Trees / Palms		
		64%	Native Trees / Palms		
		148	Total Site Trees		
		103	Native Trees / Palms		
		70%	Native Trees / Palms		
		106	Total Proposed Trees		
		22	Flowering Trees (Orange Geiger, Crape Myrtles)		
		21%	Total Flowering Trees		
PERIMETER BUFFER SHRUBS					
PCIR	(N)	V	601	Chrysobalanus icaco / Red Tip Coccolupum	24x20-24", 24" OC
ACCENTS / SHRUBS					
BAM	V	14	Bambusa eulldoides vir. / Asian Lemon Bamboo	8' OA Ht.	
CGS	(N)	V	21	Clusia guttifera / Small Leaf Clusia	24x24", 24" OC
CFT	V	50	Cordyline fruticosa Red Sister / Ti Plant	30x18"	
CVS	M	49	Codiaeum variegatum 'SP' / Sloppy Painter Croton	24x24", 24" OC	
MDS	M	6	Monstera deliciosa / Swiss Cheese Plant	18x18"	
PMC	V	12	Podocarpus maki / Podocarpus Columns	8' OA Ht.	
PMP	V	231	Podocarpus maki / Podocarpus Hedge	36" OA Ht., 20-24" OC	
PRT	V	1	Phoenix roebelenii / Pygmy Date Palm	6' OA Ht., Triple Trunks	
REL	V	9	Rhipsalis exaltata / Lady Palm	4' OA Ht., 24" Spr., FTB, 7 Canes Min.	
SAG	V	112	Schefflera arboricola / Green Dwarf Schefflera	24x24", 24" OC	
SAT	V	33	Schefflera arboricola 'Trinette' / Variegated Arboricola	24x24", 24" OC	
SNW	V	1	Strelitzia nicotai / White Bird of Paradise (Flwr)	8' OA Ht.	
		539	Total Site Shrubs		
		601	Total Perimeter Hedge		
		1140	Total Shrubs		
		622	Native Shrubs		
		55%	Native Shrubs		
GROUND COVERS					
BRO	V	122	Bromeliad spp. / Bromeliads (Flwr)	12x12", 20-24" OC	
DTV	V	31	Dianella tasmanica / Blueberry Flax Lily (Flwr)	18x12", 15-20" OC	
FMG	V	164	Ficus microcarpa / Green Island Ficus	15" Spr., 24" OC	
LME	V	38	Liriope muscari / Evergreen Giant Liriope (Flwr)	15" Spr., 15-18" OC	
		355	Total GC		
		1495	Total Proposed Shrubs / Ground Covers		
		192	Flowering Shrubs / GC		
		13%	Total Flowering Shrubs / GC		
MISCELLANEOUS					
SOD	M			Stenotaphrum secundatum / St. Augustine 'Palmetto'	Solid application - no gaps between seams
SOIL		32	CY	Backfill per Planting Details	50/50 Sand / Topsoil
	(N)			Florida Native Plant Species	
	M			Moderate Drought Tolerance	
	V			Very Drought Tolerant	

CITY OF DEERFIELD BEACH PLANTING CALCULATIONS

LANDSCAPE QUANTITY REQUIREMENTS

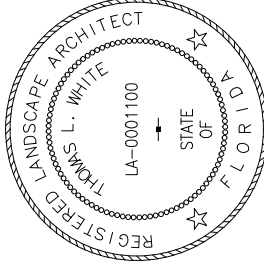
RS-5 Zoning	Tree / Shrub Requirement	Required	Provided
98-80(e)(1)	36,929 1 Tree per 1,500 S.F. of Pervious Area	25	25
	36,929 10 Shrubs per 1,500 S.F. of Pervious Area	246	246
	36,929 10 Ground Cover per 1,500 S.F. of Pervious Area	246	246
Perimeter Buffer for ROW's			
332' NE 40th Street			
98-80(e)(2)c	332 One 14-16' Ht. Tree per 40' of Street Frontage	8	8
	332 One 8-10' Ht. Tree per 100' of Street Frontage	3	3
Perimeter Buffer for Residential			
98-80(e)(2)d	711 One 14-16' Ht. Tree per 40' of Street Frontage	18	18
Arbor Streets			
98-80(e)(3)	NA for NE 40th Street	0	0
Landscape Islands			
98-80(e)(11)	30 1 Tree per Island	30	30
Foundation Plantings			
98-80(e)(11)	Building Parapet Wall Height = 32'-10"	14' Ht./GW	14' Min

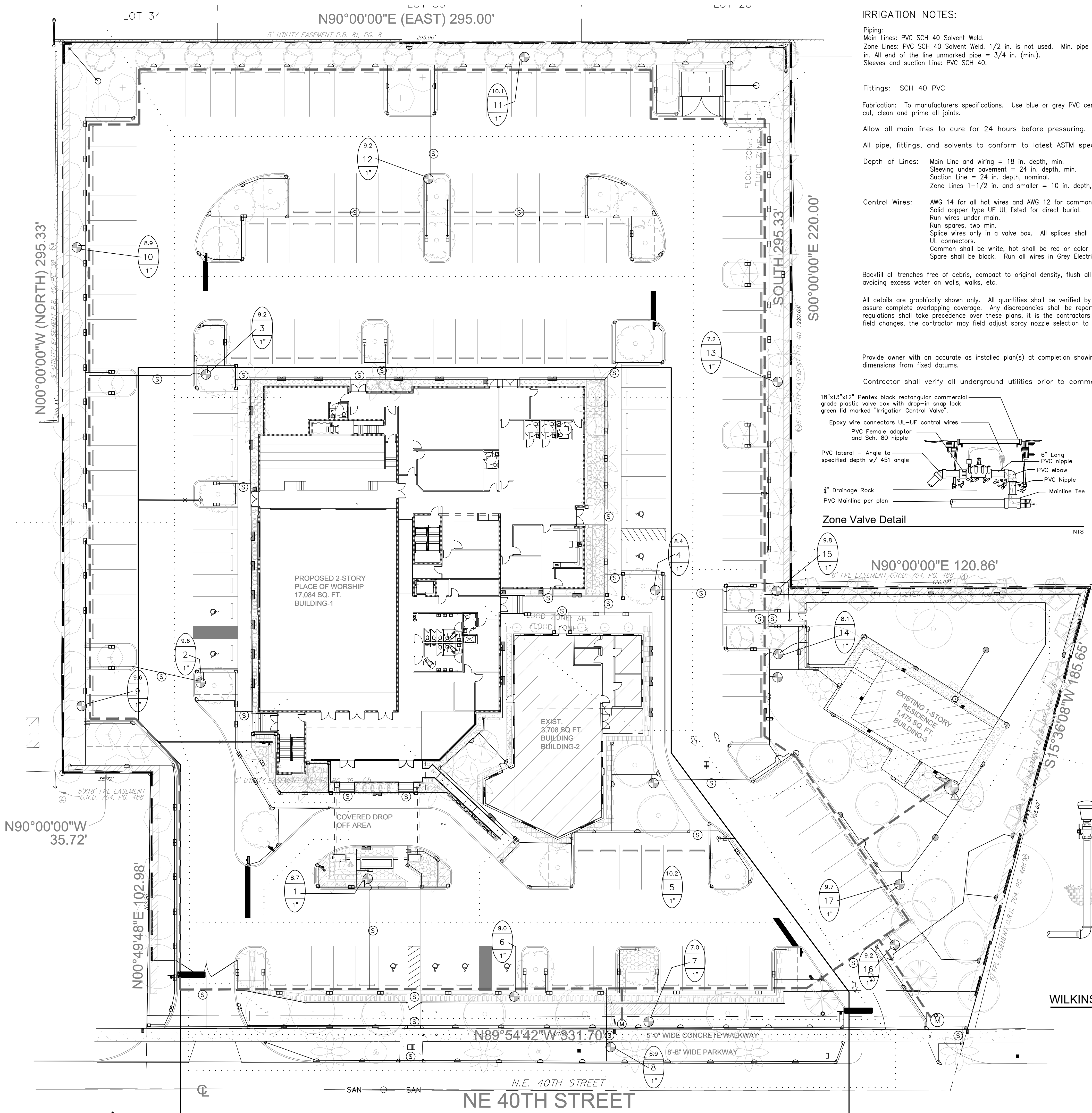
SITE PLAN INFORMATION

Proposed Zoning Designation: CF			
Proposed Land Use Designation: Community Facility			
Gross Site Area:	139,385 Sq. Feet	=	3.2 Acres
Net Site Area:	131,093 Sq. Feet	=	3.0 Acres
Net Site Area After 5' Dedication:	129,431 Sq. Feet	=	3.0 Acres
Building Area, Total All 3:	23,814 Sq. Feet	=	18.4%
VUA, Sidewalks, Pads	66,273 Sq. Feet	=	51.2%
Total Impervious Areas:	90,087 Sq. Feet	=	69.6%
Landscape Area:	39,344 Sq. Feet	=	30.4%
Total Pervious Areas:	39,344 Sq. Feet	=	100.0%

REVISIONS

8-13-2020	Per City Comments
8-31-2021	Fire Hydrant Detail Added





IRRIGATION NOTES:

Piping:
Main Lines: PVC SCH 40 Solvent Weld.
Zone Lines: PVC SCH 40 Solvent Weld. 1/2 in. is not used. Min. pipe is 3/4 in. All end of the line unmarked pipe = 3/4 in. (min.).
Sleeves and suction Line: PVC SCH 40.

Fittings: SCH 40 PVC

Fabrication: To manufacturers specifications. Use blue or grey PVC cement, square cut, clean and prime all joints.

Allow all main lines to cure for 24 hours before pressuring.

All pipe, fittings, and solvents to conform to latest ASTM specs.

Depth of Lines: Main Line and wiring = 18 in. depth, min.
Sleeving under pavement = 24 in. depth, min.
Suction Line = 24 in. depth, nominal.
Zone Lines 1-1/2 in. and smaller = 10 in. depth, min.

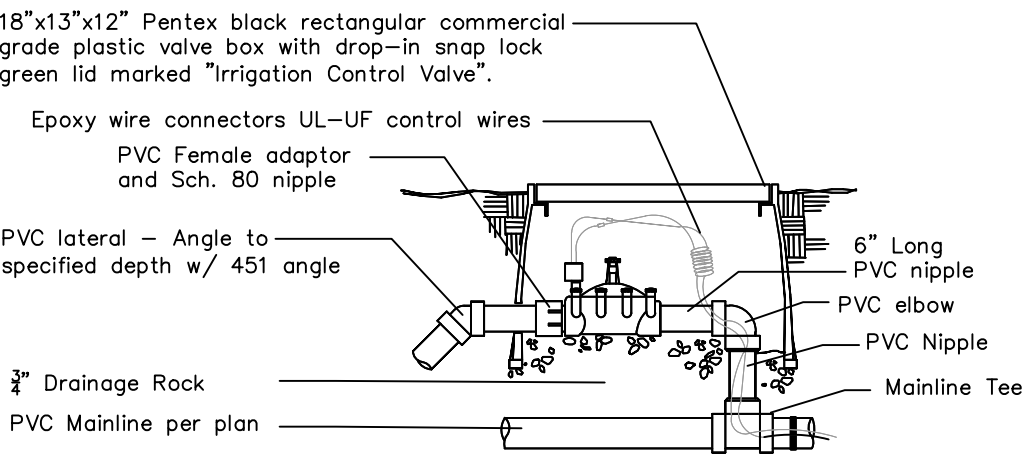
Control Wires: AWG 14 for all hot wires and AWG 12 for common.
Solid copper type UF UL listed for direct burial.
Run wires under main.
Run spares, two min.
Splice wires only in a valve box. All splices shall be moisture proof using Snap tit or DBY UL connectors.
Common shall be white, hot shall be red or color coded.
Spare shall be black. Run all wires in Grey Electrical SCH 40 conduit.

Backfill all trenches free of debris, compact to original density, flush all lines, use screens in all heads, adjust heads for proper coverage avoiding excess water on walls, walks, etc.

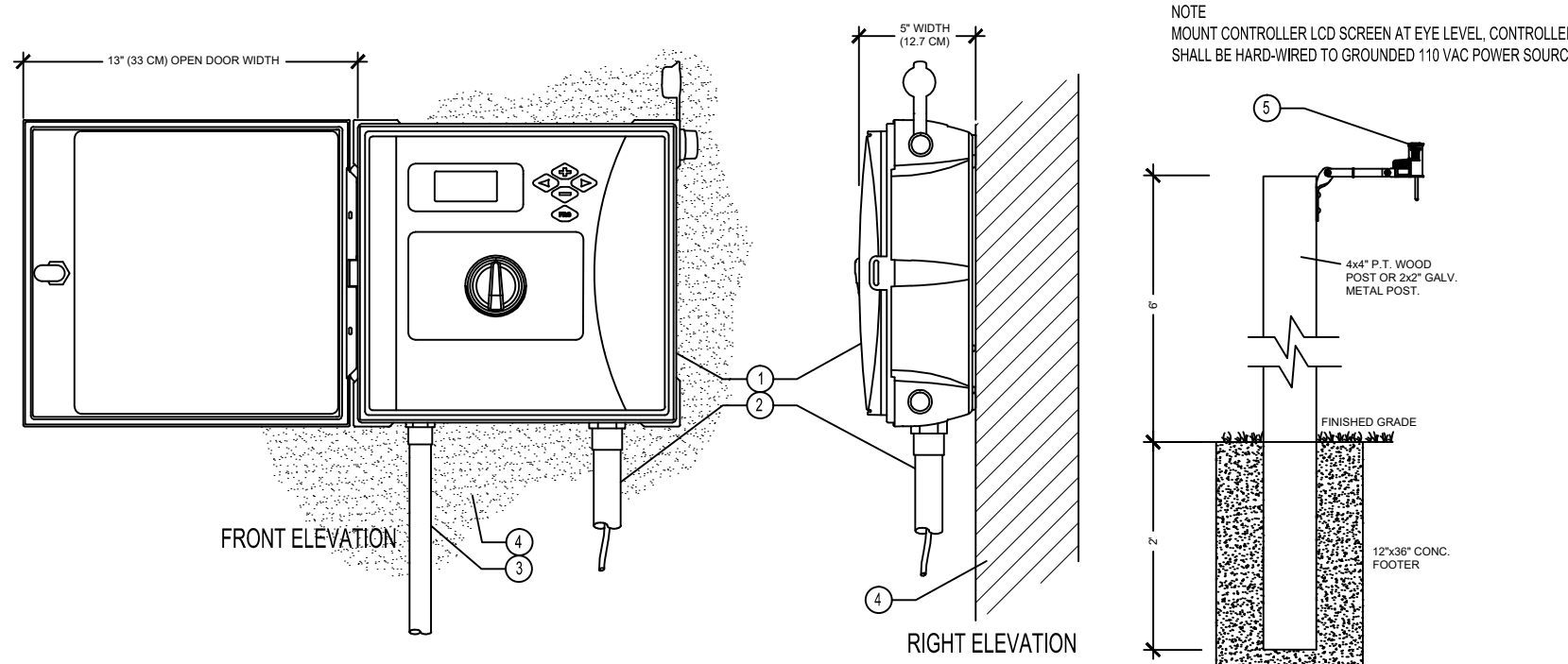
All details are graphically shown only. All quantities shall be verified by the contractor prior to installation. It shall be the contractors responsibility to assure complete overlapping coverage. Any discrepancies shall be reported to the owner and landscape architect before proceeding. Codes and local regulations shall take precedence over these plans, it is the contractors responsibility to comply. The landscape architect reserves the right to make minor field changes, the contractor may field adjust spray nozzle selection to provide for proper 100% min. coverage.

Provide owner with an accurate as installed plan(s) at completion showing main lines, wiring, valves, crossings, etc. using dimensions from fixed datums.

Contractor shall verify all underground utilities prior to commencement of work.



Zone Valve Detail

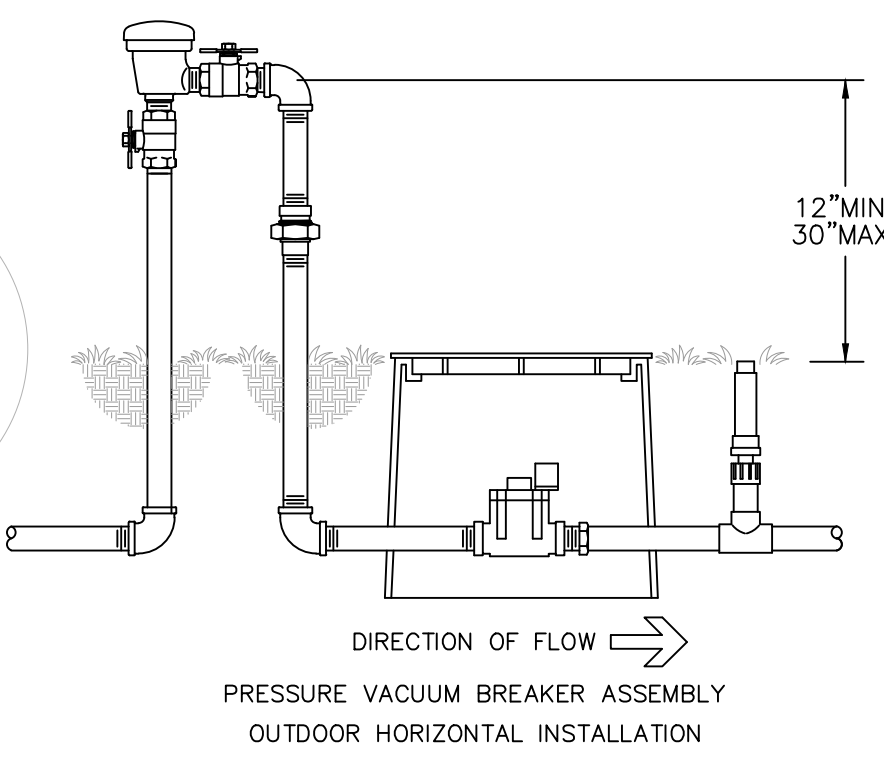


HUNTER ICC2 CONTROLLER and RAIN CLIK SENSOR

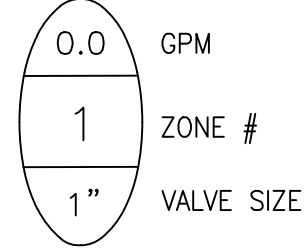
IRRIGATION LEGEND:

- 1-1/4" MAIN LINE
- LATERAL ZONE LINES.
- ZONE BOUNDARIES
- 1-1/4" VACUUM BREAKER: Wilkins WK720A-125.
- CONTROLLER - Hunter ICC Series Electric 24 station controller.
- Mini Klik automatic rain sensor.
- ZONE VALVES - Hunter PGV Series.
- Proposed 1" Water Meter for Irrigation Purposes Only.
- SLEEVES - Sch. 40, 2 Sizes Larger. NOTE - Pipe Size Shown is the Lateral Size, NOT the Sleeve Size
- 6" POP-UP SPRAY - Hunter MP Rotator Series: Nozzles as Required. NOTE - All of the below may not be used
- 6" POP-UP STREAM BUBBLER - Hunter 5-CST-B 5"R.

	MP3000	MP2000	MP1000	MP800
	22-30' Radius	13-21' Radius	8-15' Radius	6-12' Radius
90 Q				
120 T				
180 H				
240 TT				
270 TQ				
360 F				



WILKINS MODEL 720A



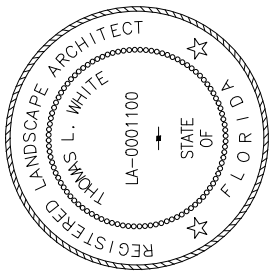
GRAPHIC SCALE

THOMAS WHITE, ASLA-ISA
LANDSCAPE ARCHITECT, LEED GREEN
ASSOCIATE, CERTIFIED ARBORIST
2600 NE 27th AVENUE
FORT LAUDERDALE, FLORIDA 33306
twhite@belsouth.net
954-253-2265

REVISIONS

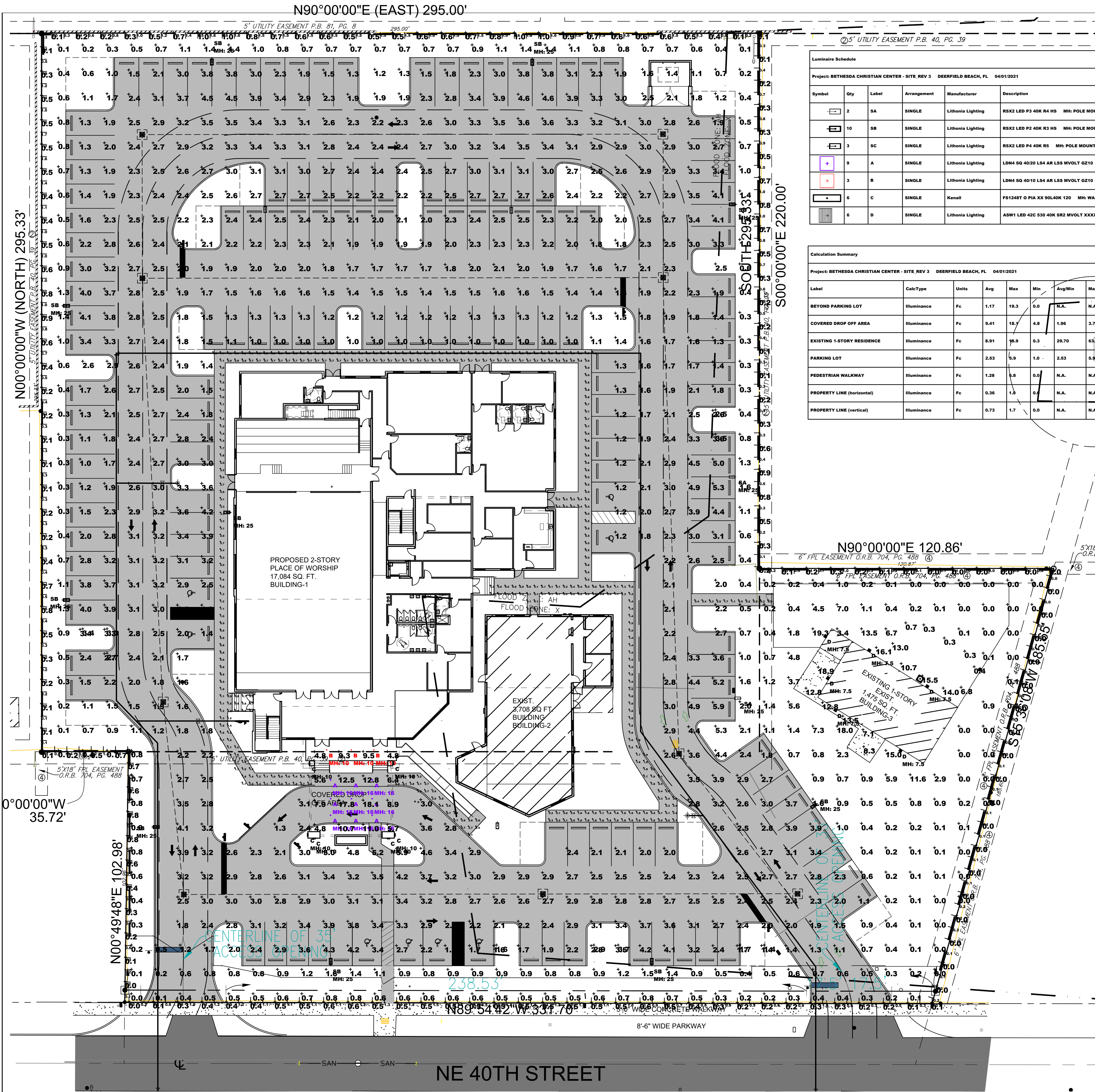
8-31-2021 Per
City Comments

Irrigation Plan
Bethesda Christian Center
641 NE 40th Street
Deerfield Beach, Florida 33484



DRAWN:
TW
CHECKED:
TW
DATE:
2-1-2020
SCALE: 1"=20'

Sheet No.
L-4
Sheet 4 Of 4

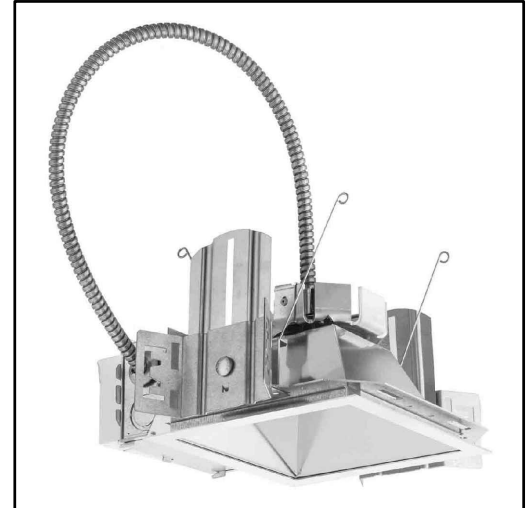


Luminaire Schedule									
Project: BETHESDA CHRISTIAN CENTER - SITE, REV 3 DEERFIELD BEACH, FL 04/01/2021									
Symbol	Qty	Label	Arrangement	Manufacturer	Description	Luminaire Lumens	LLF	Luminaire Watts	Assembly Watts
	2	SA	SINGLE	Lithonia Lighting	RSX2 LED P3 40K R4 H5 MH: POLE MOUNT A.F.G.	15332	0.903	149.9762	149.9762
	10	SB	SINGLE	Lithonia Lighting	RSX2 LED P2 40K R3 H5 MH: POLE MOUNT A.F.G.	12687	0.903	114.071	114.071
	3	SC	SINGLE	Lithonia Lighting	RSX2 LED P4 40K R5 MH: POLE MOUNT A.F.G.	25663	0.903	189.54	189.54
	9	A	SINGLE	Lithonia Lighting	LDN4 SQ 40/20 L84 AR L55 MVOLT G210 MH: RECESSED MOUNT A.F.F	1682	0.855	22.12	22.12
	3	B	SINGLE	Lithonia Lighting	LDN4 SQ 40/10 L84 AR L55 MVOLT G210 MH: RECESSED MOUNT A.F.F	877	0.855	10.58	10.58
	6	C	SINGLE	Kenall	FS1248T O PIA XX 90L40K 120 MH: WALL MOUNT A.F.F	4286	0.855	101.3	101.3
	6	D	SINGLE	Lithonia Lighting	ASW1 LED 42C 530 40K SR2 MVOLT XXXXX MH: WALL MOUNT A.F.F	7140	0.855	75	75

Calculation Summary							
Project: BETHESDA CHRISTIAN CENTER - SITE, REV 3 DEERFIELD BEACH, FL 04/01/2021							
Label	Calc Type	Units	Avg	Max	Min	Avg/Min	Max/Min
BEYOND PARKING LOT	Illuminance	Fc	1.17	19.3	0.0	N.A.	N.A.
COVERED DROP OFF AREA	Illuminance	Fc	9.41	18.7	4.8	1.96	3.77
EXISTING 1-STORY RESIDENCE	Illuminance	Fc	8.91	18.9	0.3	29.70	63.00
PARKING LOT	Illuminance	Fc	2.53	5.9	1.0	2.53	5.90
PEDESTRIAN WALKWAY	Illuminance	Fc	1.28	6.8	0.0	N.A.	N.A.
PROPERTY LINE (horizontal)	Illuminance	Fc	0.36	1.0	0.0	N.A.	N.A.
PROPERTY LINE (vertical)	Illuminance	Fc	0.73	1.7	0.0	N.A.	N.A.



RSX2-LED FIXTURE - (BLACK)
TYPICAL NOT TO SCALE



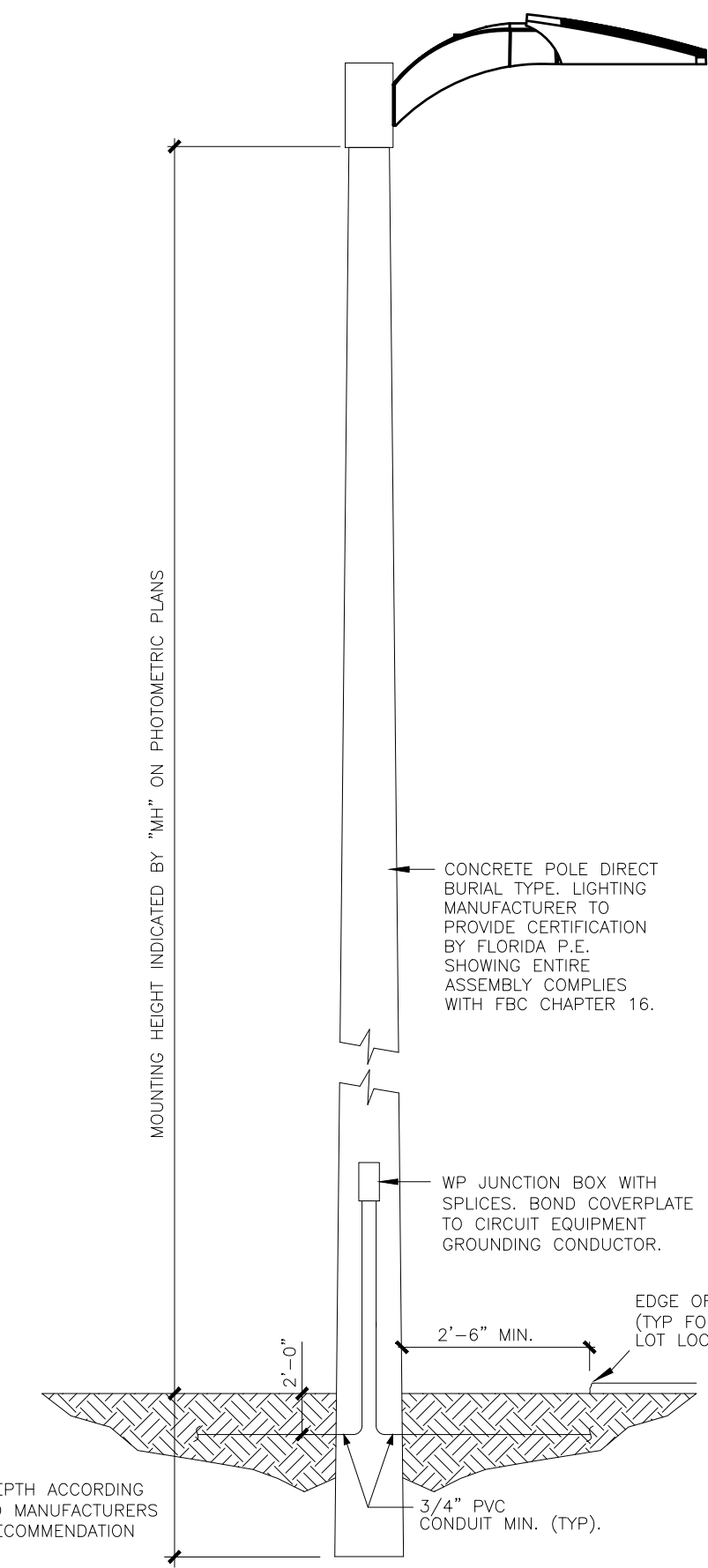
LDN4-LED FIXTURE - (BLACK TRIM)
TYPICAL NOT TO SCALE



FS1248T-LED FIXTURE - (MATTE BLACK)
TYPICAL NOT TO SCALE



ASW1-LED FIXTURE - (DARK BLACK)
TYPICAL NOT TO SCALE

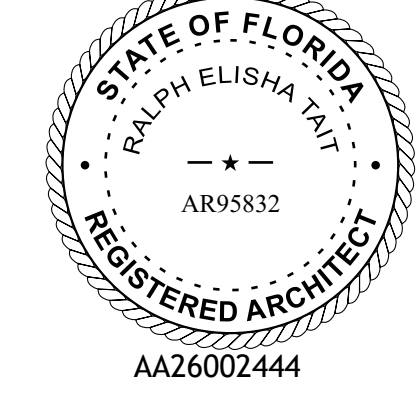


FIXTURES "SA,SB & SC
LIGHT POLE DETAIL
TYPICAL NOT TO SCALE



11820 Miramar Parkway, Suite 121
Miramar, Florida 33025
(P) 954-592-2841
(Fax) 954-392-7502
Email: rta@bellsouth.net
www.rtaarchitectinc.com

SEAL: AR NO. 95832



PROPOSED EXPANSION FOR:
BETHESDA CHRISTIAN CENTER

641 N.E. 40TH STREET
DEERFIELD BEACH, FLORIDA 33064

CLIENT:

REV	DATE	DESCRIPTION
1	09/16/2020	ORC COMMENTS
2	04/01/2021	ORC COMMENTS
3	08/01/2022	ORC COMMENTS

DESIGN
DELIVERABLE: -
ISSUE DATE: 02/05/2020

PROJECT NUMBER: 18-012
DRAWN BY: R.E.T
CHECKED BY: R.E.T

Copyright (c) by RALPH TAIT ARCHITECT, INC.
All Rights Reserved.

SHEET TITLE:

SHEET NUMBER:

PH-101



SEAL: AR NO. 95832

AA26002444

**PROPOSED EXPANSION FOR:
BETHESDA CHRISTIAN CENTER**

641 N.E. 40TH STREET
DEERFIELD BEACH, FLORIDA 33064

CLIENT:

[illegible]

DESIGN
DELIVERABLE: -

ISSUE DATE: 02/05/2020

PROJECT NUMBER: 18-012

DRAWN BY:

CHECKED BY:

Copyright (c) by RALPH TAIT ARCHITECT, INC.
All Rights Reserved.

SHEET TITLE:

SHEET NUMBER:



SEAL: AR NO. 95832

AA26002444

**PROPOSED EXPANSION FOR:
BETHESDA CHRISTIAN CENTER**

641 N.E. 40TH STREET
DEERFIELD BEACH, FLORIDA 33064

CLIENT:

[illegible]

DESIGN
DELIVERABLE: -

ISSUE DATE: 02/05/2020

PROJECT NUMBER: 18-012

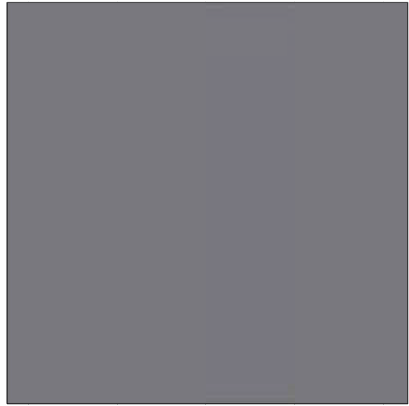
DRAWN BY:

CHECKED BY:

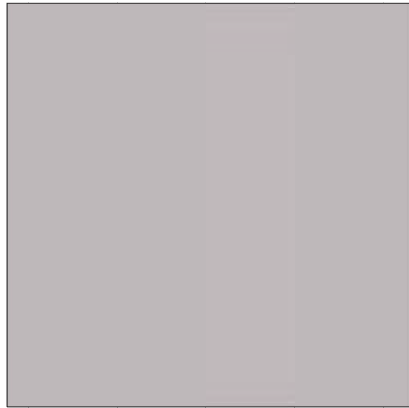
Copyright (c) by RALPH TAIT ARCHITECT, INC.
All Rights Reserved.

SHEET TITLE:

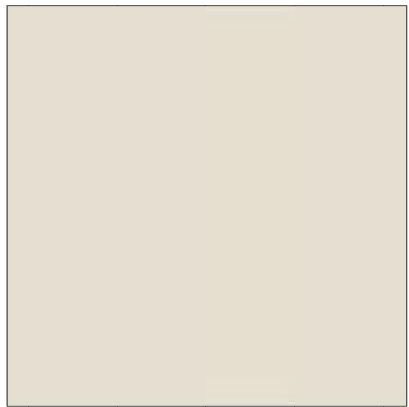
SHEET NUMBER:



COLOR -1: SW6277 SPECIAL GRAY



COLOR -2: SW6275 FASHIONABLE GRAY



COLOR -3: SW7042 SHOJI WHITE



2 STACKED STONE



3 ALUM. RAILING



4 GALVALUME METAL. ROOF
SCALE: NTS

1 EXTERIOR COLORS



11820 Miramar Parkway, Suite 121
Miramar, Florida 33025
(P) 954-592-2841
(Fax) 954-392-7502
Email: rtait@bellsouth.net
www.rtarchitectinc.com
SEAL: AR NO. 95832

**PROPOSED EXPANSION FOR:
BETHESDA CHRISTIAN CENTER**

641 N.E. 40TH STREET
DEERFIELD BEACH, FLORIDA 33064

August 10, 2020

Pastor Odany Augustin
Bethesda Christina Center
641 NE 40th Street
Deerfield Beach, FL 33064

Re: Bethesda Christian Center – Traffic Statement

Dear Pastor Augustin:

As requested, DDSM, Consulting, Inc. has completed a traffic statement for the proposed expansion of the Bethesda Christian Center. The project is located at 641 N.E. 40th Street, Deerfield Beach, FL 33064. The site access consists of a two-way driveway on N.E. 40th Street. Figure 1 shows the project site and access roads. The preliminary Site Plan is shown in Figure 2.



Figure 1 Project Site Location

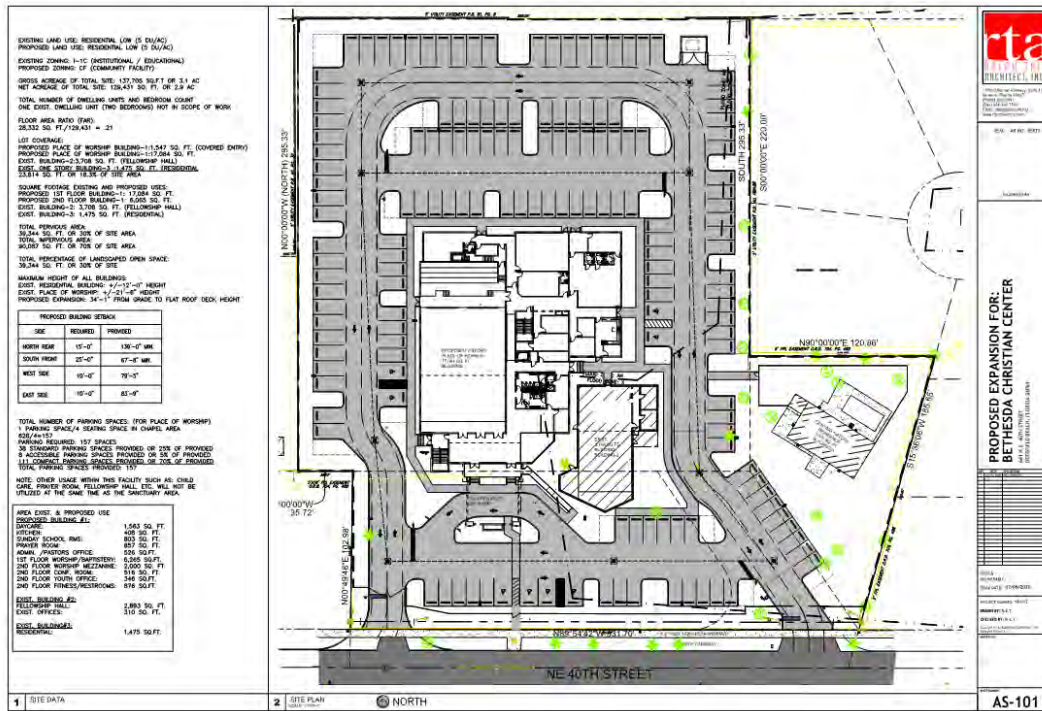


Figure 2 Site Plan

Proposed project master plan:

- Existing building currently vacated to be demolished: 1,475 Sq. Ft.
- Existing residence (single-family home) building to remain: 1,475 Sq. Ft.
- Existing Church: 3,708 Sq. Ft. (Proposed new use - Fellowship Hall)
- New building:
 - Day care: 1,563 Sq. Ft. (week day operation)
 - Church facilities: 21,586 Sq. Ft.

Trip Generation Analysis

To determine the traffic impacts associated with the proposed expansion to the Bethesda Christian Center, we analyzed the number of expected trips generated by the proposed development. We use the trip generation characteristics provided in the Institute of Transportation Engineers (ITE) Trip Generation manual, 10th Edition, to estimate the number of trips.

The use of the Church facility generates the most trips during the Sunday services. Traffic volumes on the nearby access streets are very low during the weekend period, therefore; not considered in the analysis. The analysis conducted includes the daily and peak hours for the weekdays operation.

The ITE land-use codes considered for the analysis includes:

- ITE Code 560 Church: 18,884 Sq. Ft.
- ITE Code 565 Day Care: 1,563 Sq. Ft.
- ITE Code 210 Single Family Home: 1
- ITE Code 495 Recreational Community Center (Fellowship Hall): 3,708 Sq. Ft.

The new trips generated by the development includes the existing remaining land uses and the proposed new facilities. The net new trips were estimated by deducting the current trips from the existing facilities and adding the new trips generated by the new land uses. Tables 1 to 3 depict the net new trips for the weekday, AM and PM peak conditions for the adjacent roadway serving the development.

Table 1
Daily Trip Generation
Week days

Land Use	ITE Code	Intensity	Trip Generation Rate	Total Trips			Total Trips			
				In	Out	Total	In	Out	Total	
Existing Use										
Church	560	3,708	sf	6.95(50/50)	19	19	37	19	19	37
Residence (Single Family Home)	210	1	EA	9.44 (50/50)	5	5	9	5	5	9
					23	23	46	23	23	46
Proposed Use										
Church	560	21,586	sf	6.95(48/52)	108	108	216	108	108	216
Day Care Center	565	1,563	sf	47.62 (50/50)	37	37	74	37	37	74
Recreational Community Center (Fellowship Hall)	495	3,708	sf	28.82 (50/50)	53	54	107	53	54	107
Residence (Single Family Home)	210	1	EA	9.44 (50/50)	5	5	9	5	5	9
Sub-Total					203	204	406	203	204	406
Net New Trips					181	182	361	180	181	360

⁽¹⁾ Source: Institute of Transportation Engineers' *Trip Generation*, 10th Edition.

Table 2
AM Peak-Hour Trip Generation
Week days

Land Use	ITE Code	Intensity	Trip Generation Rate	Total Trips			Total Trips			
				In	Out	Total	In	Out	Total	
Existing Use										
Church	560	3,708	sf	0.36*x-74(60/40)	0	1	1	0	1	1
Residence (Single Family Home)	210	1	EA	0.74 (25/75)	0	1	1	0	1	1
					1	2	2	1	2	2
Proposed Use										
Church	560	21,586	sf	0.36*x-74(60/40)	4	3	7	4	3	7
Day Care Center	565	1,563	sf	11 (53/47)	9	8	17	9	8	17
Recreational Community Center (Fellowship Hall)	495	3,708	sf	1.76(66/34)	4	3	7	4	3	7
Residence (Single Family Home)	210	1	EA	0.74 (25/75)	0	1	1	0	2	1
Sub-Total					17	15	31	17	15	31
Net New Trips					16	13	29	16	13	29

⁽¹⁾ Source: Institute of Transportation Engineers' *Trip Generation*, 10th Edition.

Table 3
PM Peak-Hour Trip Generation
Week days

Land Use	ITE Code	Intensity	Trip Generation Rate	Total Trips			Total Trips			
				In	Out	Total	In	Out	Total	
Existing Use										
Church	560	3,708	sf	0.49(45/55)	1	1	2	1	1	2
Residence (Single Family Home)	210	1	EA	0.74 (25/75)	0	1	1	0	1	1
					1	1	4	1	1	4
Proposed Use										
Church	560	21,586	sf	0.49(45/55)	5	6	11	5	6	11
Day Care Center	565	1,563	sf	11.12 (47/53)	8	9	17	8	9	17
Recreational Community Center (Fellowship Hall)	495	3,708	sf	2.31(47/53)	4	5	9	4	5	9
Residence (Single Family Home)	210	1	EA	0.99 (63/37)	1	0	1	0	1	1
Sub-Total					18	15	38	17	15	38
Net New Trips					17	14	34	16	14	34

The proposed development is expected to generate 360 new trips during the weekday, 29 trips during the AM peak hour and 34 trips during the PM peak hours.

Conclusion

Based on the trip generation for the proposed development, the project will have no negative impact on the existing roadway network. No additional specific traffic analysis is required based on the City of Deerfield Beach Development Code Sec. 98-17 (2) – Development requirements: “A site-specific traffic study showing the impact upon the local transportation shall be automatically required for any development generating more than 500 trips per day.” The proposed development generates 360 Trips during the weekday.

Sincerely,

DDSM Consulting LLC



Dario A. Herrero, P.E.

CA#28875



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1806

Agenda Date: 4/25/2023

Status: PUBLIC HEARINGS -
SECOND READING

In Control: City Commission

Title

P.H. 2023-063: ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, VACATING AND ABANDONING TWO (2) TWENTY-FOOT WIDE UTILITY EASEMENTS AND ONE FIFTEEN FOOT ROAD AND MAINTENANCE EASEMENT LOCATED IN THE VICINITY OF 414, 430, 454 & 480 N.E. 1ST AVENUE, 240 N.E. 5TH STREET, 412, 424, 430, 446, 450 & 458 N. RIVER DRIVE AND 409 N. RIVER AVENUE (VISTA CLARA); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Abandonment Application No. 22-A-199 is a request to abandon three existing easements on the subject parcels related to the Vista Clara Apartments Project. The Applicant has submitted letters of no objection from all franchise utilities as part of their submittal to the City. The following existing platted easements conflict with the proposed site plan and are included as part of the abandonment request.

	Instrument	Existing Easement included in Abandonment
1.	ORB 7684 PG 155	20 foot wide utility easement
2.	ORB 7684 PG 156	20 foot wide utility easement
3.	ORB 5631 PG 855	15 foot road and maintenance easement

Copies of the sketch and legal for the easements and proposed site plan (showing the location of the proposed abandonments) are attached for reference.

On August 4, 2020, the City Commission voted to approve multiple items related to the Vista Clara apartment complex. Among those, was application 19-A-195, which abandoned seven easements that would not be needed with the new proposed development. Upon a new title search, the applicant has discovered three additional easements which are required to be abandoned prior to development of the parcels. Section 98-12(b)(6) requires that the City Commission approve all vacations and abandonments of public lands or utility and other platted easements.

ORDINANCE NO. 2023/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, VACATING AND ABANDONING TWO (2) TWENTY-FOOT WIDE UTILITY EASEMENTS AND ONE FIFTEEN FOOT WIDE ROAD AND MAINTENANCE EASEMENT LOCATED IN THE VICINITY OF 414, 430, 454 & 480 N.E. 1ST AVENUE, 240 N.E. 5TH STREET, 412, 424 430, 446, 450 & 458 N. RIVER DRIVE AND 409 N. RIVER AVENUE (VISTA CLARA); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach received an application (Application 22-A-199) (the “Application”) from Deerfield Development Resources, LLC (the “Applicant”) to vacate and abandon two (2) 20-foot wide utility easements (recorded in O.R.B. 7684, PG. 155 and O.R.B. 7684, Page 156) and a 15-foot road and maintenance easement (recorded in O.R.B. 5631, Page 855) (the “Easements”) located in Deerfield Beach, Florida, as more particularly described on Composite Exhibit “A”; and

WHEREAS, on August 4, 2020, the City approved the rezoning of twelve parcels, site plan, plat and abandonment of seven easements related to the Vista Clara multi-family residential planned development, which is located at 414, 430, 454 & 480 N.E. 1st Avenue, 240 N.E. 5th Street, 412, 424 430, 446, 450 & 458 N. River Drive and 409 N. River Avenue (the “Development”); and

WHEREAS, subsequent to the Development approvals and the Applicant moving forward with the Development, a new title search was completed and the Applicant discovered the existence of three additional easements; and

WHEREAS, the Application has been submitted to enable the redevelopment of the twelve parcels, and the following three existing easements, as more particularly described in Composite Exhibit “A”, conflict with the site plan approved on August 4, 2020 for the Development and are included in the Applicant’s abandonment request:

1. ORB 7684, PG 155 - 20 foot wide utility easement
2. ORB 7684, PG 156 - 20 foot wide utility easement
3. ORB 5631, PG 855 - 15 foot road and maintenance easement (collectively, the “Easements”); and

WHEREAS, the Applicant has submitted letters of no objection from all affected franchise utilities as part of the Application to the City; and

WHEREAS, Staff’s review of the Application has found that the proposed abandonment of the Easements is consistent with the Future Land Use Element of the Comprehensive Plan, the City’s Official Zoning Map and Land Development Code; and

WHEREAS, City staff finds that there is no public purpose and use in retaining the Easements as utility easements.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The legal descriptions of the Easements to be abandoned are as set forth on the attached Composite Exhibit “A”, which is incorporated herein by reference.

Section 3. The City Commission hereby finds that there is no public purpose and use in retaining the Easements as utility easements and does hereby find that the Easements, as set forth on Composite Exhibit “A”, should be vacated and abandoned. The Easements, attached as Exhibit “A”, are hereby vacated and abandoned.

Section 4. All sections or parts of the City Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 6. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Ordinance.

Section 7. This Ordinance shall take effect immediately upon adoption on Second Reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2023.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



PUBLIC HEARING NOTICE

April 14, 2023

Dear Property Owner:

This is to notify you that the CITY COMMISSION of the City of Deerfield Beach, a municipal corporation of Florida, shall hear an application for:

P.H. 2023-063: ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, VACATING AND ABANDONING TWO (2) TWENTY-FOOT WIDE UTILITY EASEMENTS AND ONE FIFTEEN FOOT ROAD AND MAINTENANCE EASEMENT LOCATED IN THE VICINITY OF 414, 430, 454 & 480 N.E. 1ST AVENUE, 240 N.E. 5TH STREET, 412, 424, 430, 446, 450 & 458 N. RIVER DRIVE AND 409 N. RIVER AVENUE (VISTA CLARA); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

A public hearing will be held on **TUESDAY, APRIL 25 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

At said meeting interested persons may appear and be heard with respect to the public hearing. Any person who decides to appeal any decision made by the City Commission with respect to any matter considered at this hearing would need a record of the proceedings. And for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The above notice is required by State Law (FS 286.0105). **Any person desiring a verbatim transcript shall have the responsibility, at his own expense, to arrange for the presence at the hearing of a certified court reporter.** A full transcript of the proceedings will be needed to appeal any decision of the City Commission.

Any person requiring auxiliary aids and services at this hearing may contact the City Clerk's Office at (954) 480-4213 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

Heather Montemayor, CMC, City Clerk



Development Review Committee Summary Report Development Plan Application Review

General Information

Application No.	22-A-199										
Project Name:	Vista Clara Deerfield Beach										
Applicant:	Deerfield Development Resources, LLC										
Agent:	Liam Sargent/Joshua Horning of Kimley-Horn										
Requested Action/Description:	Abandonment application seeking approval to abandon 3 additional easements not originally abandoned by application 19-A-195										
Location:	414, 430, 454 & 480 N.E. 1st Avenue, 240 N.E. 5th Street, 412, 424, 430, 446, 450 & 458 N. River Drive, and 409 N. River Avenue										
Legal Description:	Generally described as several parcels of land in SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY										
Size:	+/- 8.4 acres (gross)										
Existing Zoning:	PDD (Planned Development District)										
Existing Land Use:	Residential Irregular (39 du / ac)										
Surrounding Land Use and Zoning:											
	<table><tr><th><u>Existing Land Use</u></th><th><u>Zoning</u></th></tr><tr><td>North: Single Family Residential</td><td>RS-5 (Residence, Single Family)</td></tr><tr><td>East: Waterbody</td><td>N/A</td></tr><tr><td>South: Warehouse / Storage</td><td>B-3 (Business, General)</td></tr><tr><td>West: Multi-Family Residential, Duplex, Single Family Residential, Vacant</td><td>RS-5 (Residence, Single Family)</td></tr></table>	<u>Existing Land Use</u>	<u>Zoning</u>	North: Single Family Residential	RS-5 (Residence, Single Family)	East: Waterbody	N/A	South: Warehouse / Storage	B-3 (Business, General)	West: Multi-Family Residential, Duplex, Single Family Residential, Vacant	RS-5 (Residence, Single Family)
<u>Existing Land Use</u>	<u>Zoning</u>										
North: Single Family Residential	RS-5 (Residence, Single Family)										
East: Waterbody	N/A										
South: Warehouse / Storage	B-3 (Business, General)										
West: Multi-Family Residential, Duplex, Single Family Residential, Vacant	RS-5 (Residence, Single Family)										
Applicable Regulations:	City of Deerfield Beach Land Development Code										

Department Comments & Requirements

REQUEST:

Abandonment Application No. 22-A-199 is a request to abandon three easements on the subject parcels. The applicant has submitted letters of no objection from all franchise utilities as part of their submittal to the City. The following existing easements conflict with the proposed site plan and are included as part of the abandonment request.

Instrument	Existing Easement included in Abandonment
1. ORB 7684 PG 155	20 foot wide utility easement
2. ORB 7684 PG 156	20 foot wide utility easement
3. ORB 5631 PG 855	15 foot road and maintenance easement

Copies of the sketch and legal for the easements and proposed site plan (showing the location of the proposed abandonments) are attached for reference.

BACKGROUND:

On August 4, 2020 the City Commission voted to approve multiple items related to the Vista Clara apartment complex. Among those, was application 19-A-195, which abandoned seven easements that would not be needed with the new proposed development. Upon a new title search, the applicant has discovered three additional easements which are required to be abandoned prior to development of the parcel. Section 98-12(6) requires that the City Commission approve all vacations and abandonments of public lands or utility and other platted easements.

The Planning and Zoning Division is unaware of any historical significance of the property or prior historical activities associated with the site.

PLANNING CONSIDERATIONS:

None

ENVIRONMENTAL SERVICES COMMENTS:

None

This report contains the requirements of the Deerfield Beach Development Review Committee members relative to this site development plan application. If there are any questions or issues regarding compliance with any of the requirements in this report, the respective department should be contacted directly.



DEVELOPMENT PLAN APPLICATION

PROVIDE IN FULL THE FOLLOWING INFORMATION (TYPE OR PRINT LEGIBLY)

One application may be submitted for multiple requests. Unless otherwise directed by staff, the following items with associated attachments are required for staff to determine the application is complete for processing by the City.

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

- | | |
|--|---|
| ☐ New Site Plan / Site Plan Modification (See Attachment A) | ☐ Plat or Plat Note Amendment (See Attachment F) |
| ☐ Community Appearance Board (See Attachment B) | ☐ Conditional Use (See Attachment G) |
| ☐ Variance (See Attachment C) | ☒ Vacation & Abandonment (See Attachment H) |
| ☐ Technical Deviation (See Attachment D) | ☐ ROW Variance (See Attachment I) |
| ☐ Rezoning (See Attachment E) | ☐ Sign Variance (See Attachment J) |

Project Name: Vista Clara Deerfield Beach

Property Owner: Christopher Partridge on behalf of Deerfield Development Resources, LLC

Applicant (if different from Owner): _____

Agent (if different from Owner/Applicant): Liam Sargent / Joshua Horning

Address of Property: 418 NE River Drive, Deerfield Beach, FL 33441

Legal Description of Property (lot, block, tract, subdivision): _____

See attached description.

Description of Project: Applicant is seeking to abandon dedicated easements that were missed during original abandonment. (19-A-195)

20' U.E. ORB 7684 PG 155, 20' U.E. ORB 7684 PG 156, 15' Road and Maintenance Easement ORB 5631 PG 855

New Development (Y/N):	<u>No</u>	Modification to Existing Development (Y/N):	<u>No</u>
Zoning District:	_____	Future Land Use Category:	_____
Existing Use:	_____	Proposed Use:	_____
Lot Area (acres):	_____	Number of Dwelling Units (proposed):	_____
Sq. Ft. of Structure (existing):	_____	Sq. Ft. of Structure (proposed):	_____

Agent Signature: Liam Sargent

Name Printed: Liam Sargent

Address: 1615 South Congress Avenue, Suite 201,
Delray Beach, FL 33445

Telephone: 561.484.5257

Email: liam.sargent@kimley-horn.com

Owner Signature: Christopher Partridge

Name Printed: Christopher Partridge

Address: 1769 NE 33rd Street, Pompano Beach, FL 33064

Telephone: 954.906.9621

Email: chp@PartridgeEquities.com

INTERNAL USE ONLY:

SUBMITTAL DATE: _____

REQUEST SUBMITTED	APPLICATION NO:	FEES Required Provided		REQUEST SUBMITTED	APPLICATION NO:	FEES Required Provided	
Site Plan - Residential		\$2000 + \$10/unit + \$100 (Fire)		Site Plan Modification - Major		\$2000 + \$100 (Fire)	
Site Plan - Nonresidential		\$2000 + \$20 / 1000 GFA + \$100 (Fire)		Site Plan Modification - Minor		\$500 + \$100 (Fire)	
Community Appearance Board (CAB)		\$50		Plat or Note Amendment		\$1000 + \$50/acre (Nonres) \$1000 + \$40/acre + \$10/unit (Res) \$550 (Note)	
Variance (Site Plan)		\$1000		Conditional Use		\$1000 / \$300	
Variance (ZASM)		\$300					
Sign Variance		\$550					
Technical Deviation		\$500		ROW Vacation / Abandonment		\$1,350	
Rezoning		\$2000		Easement Vacation / Abandonment		\$1,350	

Total Fees Paid: _____

Cost Recovery

Account No.	Project No.	Project Name	Service	Deposit Amount	Date Received	Check No.	Receipt No.



For Office Use Only
Application No. _____
Submittal Date: _____

ATTACHMENT H

APPLICATION FOR ABANDONMENT & VACATION

Pursuant to Code Section 98-13(k).- *Vacation Or Abandonment Of Property, Etc. Applications.*

COMPLETE ALL SECTIONS OF APPLICATION LEGIBLY.
INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

Check applicable box:

- ☒ Dedicated or Platted Easement ☐ Dedicated Street, Alley or Right-of-Way

REQUIRED SUBMITTALS

All of the following must be submitted to be deemed a complete application (*documentation may be provided with the development plan application requirements in Attachment A*):

- ☒ **Complete Application** (Including Development Application Form)
- ☒ **Application Processing Fee** (See fee schedule)
- ☒ **Certificate of Title** listing all adjacent owners and persons with recorded mortgages thereon.
- ☒ **Disclosure Affidavit** for all owners, representatives, and applicants for the project that will be speaking on behalf of the application.
- ☒ **Agent Authorization Letter** if applicable, authorizing the applicant/agent to act on all property owners' behalf.
- ☒ **(5) 24" x 36" and (1) 11" x 17" copies of a Current Survey** (12 months or less) signed and sealed by a Florida registered surveyor of the subject property, containing the information required by Code Section 98-13(b)(8)(b).
- ☒ **(5) 24" x 36" and (1) 11" x 17" copies of a Signed and Sealed Survey** (12 months or less) of the area to be abandoned, including all property adjacent thereto, and the certified legal description of the area to be abandoned/ vacated.
- ☒ **One (1) Digital CD** of required submittals listed above must be provided.
- ☐ **Other Information** may be required as determined by staff (e.g. architectural elevations, floor plans, site plan etc.).

Public Notice and Advertising Requirements

Pursuant to Code Section 98-35(1), prior to any public hearing of the city commission for a development permit as described in section 98-12 of this Code, the applicant shall provide proper notification to the public in compliance with this section and all applicable county, state and federal law.

A. VACATION AND ABANDONMENT INFORMATION

The undersigned desires the vacation and abandonment of the following portion of a dedicated or platted easement, to wit:

Applicant seeking to abandon entire dedicated easement. Please see attached easements.

20' Utility Easement ORB 7684 Page 155

20' Utility Easement ORB 7684 Page 156

15' Road and Maintenance Easement ORB 5631 Page 855

Reason for vacation and abandonment:

The abandonments are being requested to complete the previously requested abandonments on site. Updated Title work had indicated three (3) additional easements that were not originally abandoned by Application 19-A-195 (Vista Clara Apartments Abandonment) AKA Resolution 2020-097.

The existing easements are in conflict with what is proposed on site.

B. APPLICANT INFORMATION (Name and legal description of all abutting property owners. Please be aware that approval must be obtained from all abutting property owners with signatures provided herewith. Use additional pages if necessary.)

PROPERTY OWNER:

Name (Print): Christopher Partridge on behalf of Deerfield Development Resources, LLC

Property Address: 1769 NE 33rd Street, Pompano Beach, FL 33064

Legal Description of Property: See attached warranty deed.

Home/Mobile Phone: 954.906.9621

Email: chp@PartridgeEquities.com

Signature: *Christopher Partridge*

PROPERTY OWNER:

Name (Print):

Property Address:

Legal Description of Property:

Home/Mobile Phone:

Email:

Signature:

PROPERTY OWNER:

Name (Print):

Property Address:

Legal Description of Property:

Home/Mobile Phone:

Email:

Signature:

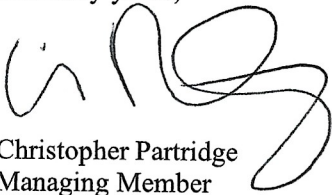
Agent Authorization for Vista Clara

To Whom It May Concern:

This is to certify that I, Christopher Partridge, Managing Member for Deerfield Development Resources, LLC, hereby authorize Joshua D. Horning, P.E. of Kimley-Horn and Associates, Inc. as an agent of Deerfield Development Resources, LLC to present any and all pertinent information to the appropriate authorities on my behalf in an effort to obtain approvals as required.

Please feel free to call me at (954) 906-9621, if you need to contact me personally.

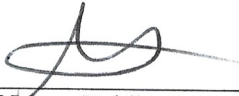
Sincerely yours,



Christopher Partridge
Managing Member
Deerfield Development Resources, LLC
1769 NE 33rd Street
Pompano Beach, FL 33064

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 17th day of June 2022,
by Christopher Partridge He/She is personally known to me or has produced
Drivers License as identification.



Notary Public, State of Florida

My Commission Expires:





DISCLOSURE AFFIDAVIT

The City of Deerfield Beach requires all applicants, and persons and/or entities doing business with the City, to disclose any potential for or conflict of interest as stated below. Per Ordinance No. 2009/006 of the City of Deerfield Beach, the adopted Ethics Code contains the following:

Section 5. Disclosure and Behavior Requirements of Applicants and Persons/Entity seeking a City contract or currently doing business with the City.

Any applicant for a land use change or development permit requiring approval of the City Commission, or any person/entity seeking a City contract through a request for proposal, request for qualification, or sealed bid process (all referred to as applicant):

- A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.
- B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

- 1. A listing of all campaign contributions to sitting City Commissioners in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the application is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if it is a limited liability company.

- 2. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

- 3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, LIAM SARGENT, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

08/16/2022
Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online

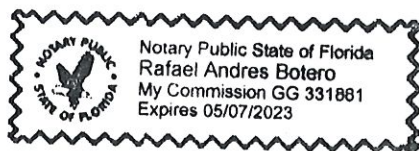
notarization, this 16th day of August, 202__ by

Liam Sargent (Affiant), who is personally

known to me or has produced W/A identification.

My commission expires: 5/7/23

Commission No.: 66 331881



[Signature]
(Signature of Notary Public - State of Florida)

Rafael A. Botero
(Print, Type, or Stamp Commissioned Name of Notary Public)



DISCLOSURE AFFIDAVIT

The City of Deerfield Beach requires all applicants, and persons and/or entities doing business with the City, to disclose any potential for or conflict of interest as stated below. Per Ordinance No. 2009/006 of the City of Deerfield Beach, the adopted Ethics Code contains the following:

Section 5. Disclosure and Behavior Requirements of Applicants and Persons/Entity seeking a City contract or currently doing business with the City.

Any applicant for a land use change or development permit requiring approval of the City Commission, or any person/entity seeking a City contract through a request for proposal, request for qualification, or sealed bid process (all referred to as applicant):

- A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.
- B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

- 1. A listing of all campaign contributions to sitting City Commissioners in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the application is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if it is a limited liability company.

- 2. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

- 3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

- _____
- _____
- _____
4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
 5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
 6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Chris Partridge have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online

notarization, this 17th day of June, 2022 by

Christopher Partridge (Affiant), who is personally known to me or has produced Drivers License identification.

My commission expires: 04/11/24

Commission No.: _____

(Signature of Notary Public - State of Florida)

Monica Diaz
(Print, Type, or Stamp Commissioned Name of Notary Public)





CERTIFICATE OF TITLE

Client: Greenspoon Marder LLP
Address: 200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301

Order No.: 2174345FL-A

This will serve to certify that WFG National Title Insurance Company has caused to be made a search of the Public Records of Broward County, Florida, ("Public Records") as contained in the office of the Clerk of the Circuit Court of said County, from **December 18, 2002**, through **July 15, 2022 at 8:00 A.M.**, as to the following described real property lying and being in the aforesaid County, to-wit:

BEING ALL OF THAT CERTAIN ROAD AND MAINTENANCE EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 5631, PAGE 855, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING IN LOT 13, COSDEN AND BRECKNE'S ADDITION TO DEERFIELD BEACH, PLAT BOOK 6, PAGE 9, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, NOW LYING AND BEING IN BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 13, RUN THENCE SOUTH 35 DEGREES 59'30" WEST ALONG THE EAST LINE OF SAID LOT 13, A DISTANCE OF 15.00 FEET; THENCE NORTH 58 DEGREES 11'44" WEST (DEPARTING FROM SAID EAST LINE), A DISTANCE OF 130.64 FEET TO THE NORTHWEST CORNER OF SAID LOT 13; THENCE SOUTH 64 DEGREES 40'28" EAST ALONG THE NORTH LINE OF SAID LOT 13, A DISTANCE OF 132.58 FEET TO THE POINT OF BEGINNING.

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

City of Deerfield Beach, a Florida municipal corporation, as to Easement Interest set forth in Easement Deed recorded in Official Records Book 5631, Page 855

Deerfield Development Resources, LLC, a Florida limited liability company, as to Fee Simple Interest

The following liens against the said real property recorded in the aforesaid Public Records have been found:

- 1. Mortgage, Security Agreement and Fixture Filing by and between Deerfield Development Resources, LLC and Marina First, LLC, Borrowers, and Amerant Bank, NA, Lender, in the principal amount of \$8,400,000.00, dated December 21, 2020 and recorded December 28, 2020 at Official Records Instrument No. 116951779.**
- 2. Assignment of Leases and Rents by and between Deerfield Development Resources, LLC and Marina First, LLC, Borrowers, and Amerant Bank, NA, dated December 21, 2020 and recorded December 28, 2020 at Official Records Instrument No. 116951780.**
- 3. UCC-1 Financing Statement given by Deerfield Development Resources, LLC and Marina First, LLC, Borrowers, to Amerant Bank, NA, secured party, recorded in Official Records Instrument No. 116951781.**

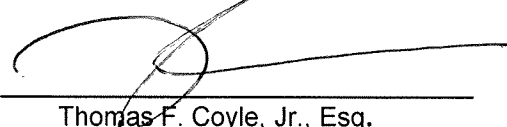
Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

As of the effective date of this Report, based upon review of the Broward County Property Appraiser's website, the above described real property has the following adjacent owners: Abuts public right-of-way "North River Avenue" along easterly 15' boundary.

The contractual liability of the issuer of a property information report is limited to the person or persons expressly identified by name in the property information report as the recipient or recipients of the property information report and may not exceed the amount paid for the property information report.

This Report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This Report is not to be construed as an opinion, warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the Certified Party only, and it may not be used or relied upon by any other party. This Report may not be used by a WFG National Title Insurance Company agent for the purpose of issuing a WFG National Title Insurance Company title insurance commitment or policy.

GREENSPOON MARDER LLP, as agent for
WFG National Title Insurance Company

By: 

Thomas F. Coyle, Jr., Esq.

NOTICE

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

IN WITNESS WHEREOF, WFG National Title Insurance Company has caused this Report to be issued.



CERTIFICATE OF TITLE

Client: Greenspoon Marder LLP
Address: 200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301

Order No.: 2174273FL-A

This will serve to certify that WFG National Title Insurance Company has caused to be made a search of the Public Records of Broward County, Florida, ("Public Records") as contained in the office of the Clerk of the Circuit Court of said County, from **July 19, 1978**, through **July 15, 2022 at 8:00 A.M.**, as to the following described real property lying and being in the aforesaid County, to-wit:

BEING ALL OF THAT CERTAIN 20.00 FOOT WIDE UTILITY EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 7684, PAGE 155, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING IN PARCEL B, PENNEL FAMILY PLAT, PLAT BOOK 160 , PAGE 23, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL B, RUN THENCE SOUTH 88°36'10" WEST ALONG THE NORTH LINE OF SAID PARCEL B, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°42'14" EAST (DEPARTING FROM SAID NORTH LINE), A DISTANCE OF 2.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°42'14" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°36'10" WEST, A DISTANCE OF 185.01 FEET; THENCE NORTH 00°42'14" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°36'10" EAST, A DISTANCE OF 185.01 FEET TO THE POINT OF BEGINNING.

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

City of Deerfield Beach, a Florida municipal corporation, as to Easement Interest set forth in Easement Deed recorded in Official Records Book 7684, page 155

Deerfield Development Resources, LLC, a Florida limited liability company, as to Fee Simple Interest

The following liens against the said real property recorded in the aforesaid Public Records have been found:

- 1. Mortgage, Security Agreement and Fixture Filing by and between Deerfield Development Resources, LLC and Marina First, LLC, Borrowers, and Amerant Bank, NA, Lender, in the principal amount of \$8,400,000.00, dated December 21, 2020 and recorded December 28, 2020 at Official Records Instrument No. 116951779.**
- 2. Assignment of Leases and Rents by and between Deerfield Development Resources, LLC and Marina First, LLC, Borrowers, and Amerant Bank, NA, dated December 21, 2020 and recorded December 28, 2020 at Official Records Instrument No. 116951780.**
- 3. UCC-1 Financing Statement given by Deerfield Development Resources, LLC and Marina First, LLC, Borrowers, to Amerant Bank, NA, secured party, recorded in Official Records Instrument No. 116951781.**

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

As of the effective date of this Report, based upon review of the Broward County Property Appraiser's website, the above described real property has the following adjacent owners: NONE.

The contractual liability of the issuer of a property information report is limited to the person or persons expressly identified by name in the property information report as the recipient or recipients of the property information report and may not exceed the amount paid for the property information report.

This Report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This Report is not to be construed as an opinion, warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the Certified Party only, and it may not be used or relied upon by any other party. This Report may not be used by a WFG National Title Insurance Company agent for the purpose of issuing a WFG National Title Insurance Company title insurance commitment or policy.

GREENSPOON MARDER LLP, as agent for
WFG National Title Insurance Company

By: _____

Thomas F. Coyle, Jr., Esq.

NOTICE

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

IN WITNESS WHEREOF, WFG National Title Insurance Company has caused this Report to be issued.



CERTIFICATE OF TITLE

Client: Greenspoon Marder LLP
Address: 200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301

Order No.: 2174340FL-A

This will serve to certify that WFG National Title Insurance Company has caused to be made a search of the Public Records of **Broward** County, Florida, ("Public Records") as contained in the office of the Clerk of the Circuit Court of said County, from **July 19, 1978**, through **July 15, 2022 at 8:00 A.M.**, as to the following described real property lying and being in the aforesaid County, to-wit:

BEING ALL OF THAT CERTAIN 20.00 FOOT WIDE UTILITY EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 7684, PAGE 156, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING IN PARCEL B, PENNEL FAMILY PLAT, PLAT BOOK 160, PAGE 23, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL B, RUN THENCE NORTH 88 DEGREES 36'10" EAST ALONG THE NORTH LINE OF SAID PARCEL B, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00 DEGREES 47'14" EAST (DEPARTING FROM SAID NORTH LINE), A DISTANCE OF 2.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 36'10" EAST, A DISTANCE OF 101.53 FEET; THENCE SOUTH 00 DEGREES 42'14" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88 DEGREES 36'10" WEST, A DISTANCE OF 101.50 FEET; THENCE NORTH 00 DEGREES 47'14" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

City of Deerfield Beach, a Florida municipal corporation, as to Easement Interest set forth in Easement Deed recorded in Official Records Book 7684, Page 156

Deerfield Development Resources, LLC, a Florida limited liability company, as to Fee Simple Interest

The following liens against the said real property recorded in the aforesaid Public Records have been found:

- 1. Mortgage, Security Agreement and Fixture Filing by and between Deerfield Development Resources, LLC and Marina First, LLC, Borrowers, and Amerant Bank, NA, Lender, in the principal amount of \$8,400,000.00, dated December 21, 2020 and recorded December 28, 2020 at Official Records Instrument No. 116951779.**
- 2. Assignment of Leases and Rents by and between Deerfield Development Resources, LLC and Marina First, LLC, Borrowers, and Amerant Bank, NA, dated December 21, 2020 and recorded December 28, 2020 at Official Records Instrument No. 116951780.**
- 3. UCC-1 Financing Statement given by Deerfield Development Resources, LLC and Marina First, LLC, Borrowers, to Amerant Bank, NA, secured party, recorded in Official Records Instrument No. 116951781.**

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

As of the effective date of this Report, based upon review of the Broward County Property Appraiser's website, the above described real property has the following adjacent owners: NONE.

The contractual liability of the issuer of a property information report is limited to the person or persons expressly identified by name in the property information report as the recipient or recipients of the property information report and may not exceed the amount paid for the property information report.

This Report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This Report is not to be construed as an opinion, warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the Certified Party only, and it may not be used or relied upon by any other party. This Report may not be used by a WFG National Title Insurance Company agent for the purpose of issuing a WFG National Title Insurance Company title insurance commitment or policy.

GREENSPOON MARDER LLP, as agent for
WFG National Title Insurance Company

By: _____

Thomas F. Coyle, Jr., Esq.

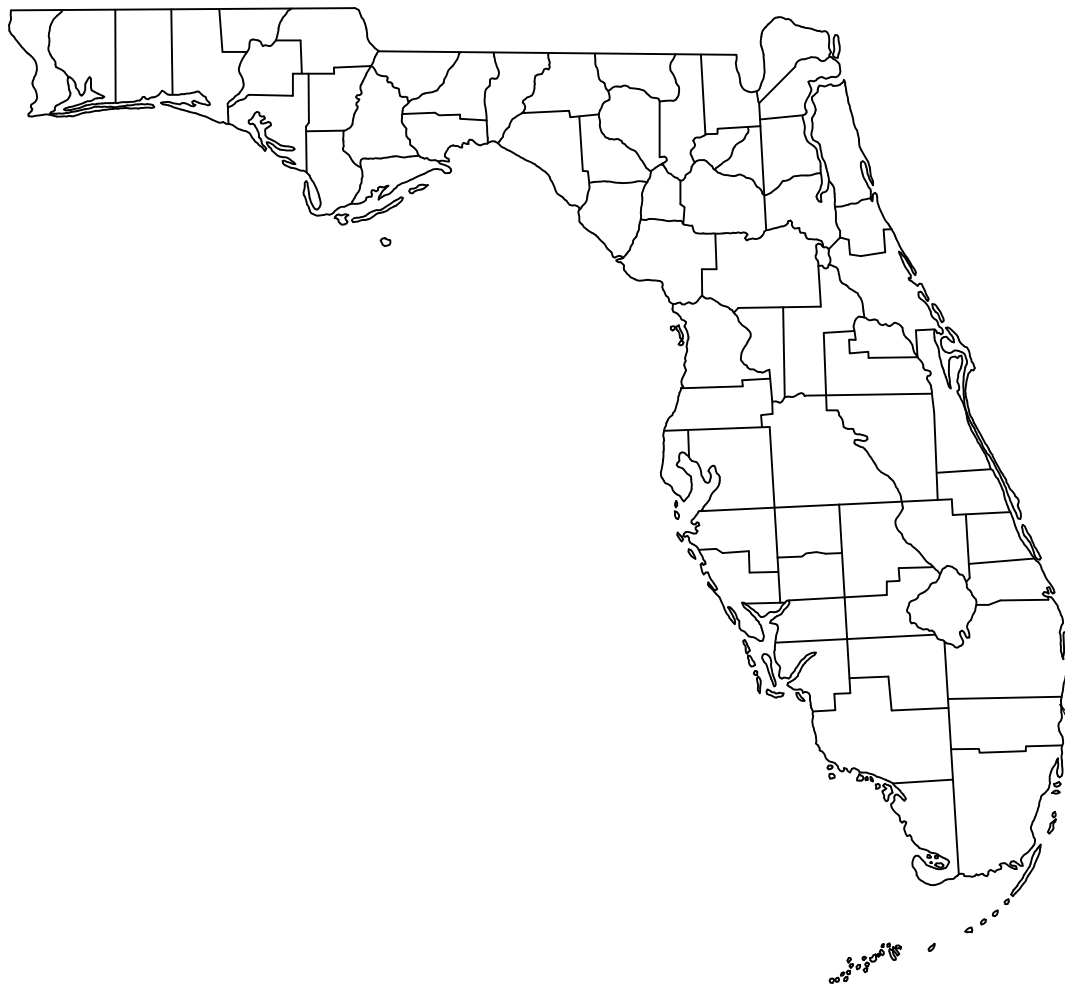
NOTICE

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

IN WITNESS WHEREOF, WFG National Title Insurance Company has caused this Report to be issued.

TITLE EXCEPTIONS

5. ALL MATTERS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 59, PAGE 34, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.(DOES AFFECT. PLOTTED HEREON).
6. ALL MATTERS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 150, PAGE 11, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (DOES AFFECT. PLOTTED HEREON).
7. ALL MATTERS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 150, PAGE 26, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (DOES AFFECT. PLOTTED HEREON).
8. ALL MATTERS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 160, PAGE 23, AS AFFECTED BY THAT CERTAIN AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT RECORDED IN OFFICIAL RECORDS BOOK 31395, PAGE 1329, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (DOES AFFECT. PLOTTED HEREON).
9. ALL MATTERS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (DOES AFFECT. PLOTTED HEREON).
10. COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS INSTRUMENT 117188775, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH ALL AMENDMENTS THERETO, WHICH MAY PROVIDE FOR ASSOCIATION DUES, FEES AND/OR ASSESSMENTS, PRIOR APPROVAL OF SALE, IN ADDITION TO ANY EASEMENTS, RESERVATIONS, COVENANTS, BUILDING SET BACK REQUIREMENTS, OPTION TO PURCHASE, RIGHT OF FIRST REFUSAL, AND ANY SPECIAL ASSESSMENTS WHICH MAY COME DUE BUT OMITTING ANY SUCH COVENANT BASED ON RACE, COLOR, RELIGION, SEX, FAMILIAL STATUS, NATIONAL ORIGIN, HANDICAP, SEXUAL ORIENTATION, MARITAL STATUS, ANCESTRY, SOURCE OF INCOME, DISABILITY, MEDICAL CONDITION, OR OTHER UNLAWFUL BASIS.(DOES AFFECT ENTIRE PROPERTY. BLANKET IN NATURE. NOT PLOTTED).
11. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED NO. 2954, DATED JUNE 24, 1946, FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, RECORDED AUGUST 5, 1946 IN DEED BOOK 549, PAGE 187, HOWEVER, THE RIGHT OF ENTRY AND EXPLORATION ASSOCIATED WITH THE OIL AND MINERAL RESERVATIONS HAS BEEN RELEASED PURSUANT TO SEC. 270.11, F.S., AND EXCEPT AS RELEASED BY QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 6006, PAGE 242, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (DOES AFFECT. PLOTTED HEREON).
12. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED NO. 2970, FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, RECORDED AUGUST 5, 1946 IN DEED BOOK 549, PAGE 208, AND CORRECTIVE DEED, DATED OCTOBER 22, 1946, FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, HOWEVER, THE RIGHT OF ENTRY AND EXPLORATION ASSOCIATED WITH THE OIL AND MINERAL RESERVATIONS HAS BEEN RELEASED PURSUANT TO SEC. 270.11, F.S., AND EXCEPT AS RELEASED BY QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 6006, PAGE 243, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (DOES AFFECT. PLOTTED HEREON).
13. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED NO. 2987, FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, RECORDED AUGUST 5, 1946 IN DEED BOOK 549, PAGE 228 AND CORRECTIVE DEED, DATED JUNE 28, 1955, FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, RECORDED IN OFFICIAL RECORDS BOOK 413, PAGE 68, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, HOWEVER, THE RIGHT OF ENTRY AND EXPLORATION ASSOCIATED WITH THE OIL AND MINERAL RESERVATIONS HAS BEEN RELEASED PURSUANT TO SEC. 11, F.S., AND EXCEPT AS RELEASED BY QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 6006, PAGE 241 AND IN OFFICIAL RECORDS BOOK 6067, PAGE 527, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (DOES AFFECT. PLOTTED HEREON).
14. RESERVATIONS, AS MORE FULLY SET FORTH IN THE DOCUMENT RECORDED IN DEED BOOK 519, PAGE 472, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.(DOES AFFECT. PLOTTED HEREON).
15. EASEMENT GRANTED TO CITY OF DEERFIELD BEACH, FLORIDA, AS MORE FULLY SET FORTH IN THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 5631, PAGE 855, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (DOES AFFECT. PLOTTED HEREON).
16. EASEMENTS FOR UTILITIES AND DRAINAGE GRANTED TO THE CITY OF DEERFIELD BEACH BY EASEMENT DEEDS RECORDED IN OFFICIAL RECORDS BOOK 5631, PAGE 857, OFFICIAL RECORDS BOOK 7255, PAGE 70, OFFICIAL RECORDS BOOK 7255, PAGE 71, OFFICIAL RECORDS BOOK 7255, PAGE 72, AND OFFICIAL RECORDS BOOK 7255, PAGE 73, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (DOES AFFECT. PLOTTED HEREON).
17. EASEMENT GRANTED TO CITY OF DEERFIELD BEACH, FLORIDA, AS MORE FULLY SET FORTH IN THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 7684, PAGE 155, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (DOES AFFECT. PLOTTED HEREON).
18. EASEMENT GRANTED TO CITY OF DEERFIELD BEACH, FLORIDA, AS MORE FULLY SET FORTH IN THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 7684, PAGE 156, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (DOES AFFECT. PLOTTED HEREON).
19. CITY OF DEERFIELD BEACH, FLORIDA ORDINANCE NO. 1990/045, AS MORE FULLY SET FORTH IN THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 17657, PAGE 573, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (AFFECTS LOT 6, 7 AND 8, PLAT BOOK 6, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.BLANKET ION NATURE. NOT PLOTTED).
20. DECLARATION OF UNITY OF TITLE, AS MORE FULLY SET FORTH IN THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 24743, PAGE 119, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (DOES AFFECT. NOT PLOTTED).
21. EASEMENT GRANTED TO CITY OF DEERFIELD BEACH, FLORIDA, AS MORE FULLY SET FORTH IN THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 27771, PAGE 73, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (DOES AFFECT. PLOTTED HEREON).
22. NOTICE OF PERMIT, AS MORE FULLY SET FORTH IN THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 27919, PAGE 884, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (DOES AFFECT. NOT PLOTTED)
23. COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 31395, PAGE 1329 AND RELATED AGENT OF RECORD FOR NOTICE OF EXPIRATION OF ADEQUACY RECORDED IN OFFICIAL RECORDS BOOK 31395, PAGE 1336, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH ALL AMENDMENTS THERETO, WHICH MAY PROVIDE FOR ASSOCIATION DUES, FEES AND/OR ASSESSMENTS, PRIOR APPROVAL OF SALE, IN ADDITION TO ANY EASEMENTS, RESERVATIONS, COVENANTS, BUILDING SET BACK REQUIREMENTS, OPTION TO PURCHASE, RIGHT OF FIRST REFUSAL, AND ANY SPECIAL ASSESSMENTS WHICH MAY COME DUE BUT OMITTING ANY SUCH COVENANT BASED ON RACE, COLOR, RELIGION, SEX, FAMILIAL STATUS, NATIONAL ORIGIN, HANDICAP, SEXUAL ORIENTATION, MARITAL STATUS, ANCESTRY, SOURCE OF INCOME, DISABILITY, MEDICAL CONDITION, OR OTHER UNLAWFUL BASIS. (DOES AFFECT PARCEL 8. BLANKET IN NATURE. NOT PLOTTED).
24. BROWARD COUNTY, FLORIDA ORDINANCE NO. 2002-61, AS MORE FULLY SET FORTH IN THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 34145, PAGE 1891, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (DOES AFFECT. NOT PLOTTED).
25. AMENDED EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION, AS MORE FULLY SET FORTH IN THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 49510, PAGE 562, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (DOES AFFECT. BLANKET IN NATURE. NOT PLOTTED).
26. AMENDED EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION, AS MORE FULLY SET FORTH IN THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 49885, PAGE 466 AND RELATED COVER PAGE FOR EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION RECORDED IN OFFICIAL RECORDS BOOK 50264, PAGE 1803, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (UNSURE OF AFFECT AS TO SPECIFIC PARCELS AS THE ENCUMBERED PROPERTY (IES) ARE IDENTIFIED BY AD VALOREM TAX PARCEL NUMBERS BUT UNSURE FOR WHICH SPECIFIC TAX YEAR/PROPERTY) (DOES AFFECT. BLANKET IN NATURE. NOT PLOTTED).
27. AMENDED EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION, AS MORE FULLY SET FORTH IN THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 50355, PAGE 1901, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (DOES AFFECT. BLANKET IN NATURE. NOT PLOTTED).
28. BROWARD COUNTY, FLORIDA ORDINANCE NO. 2018-40, AS MORE FULLY SET FORTH IN THE DOCUMENT RECORDED IN OFFICIAL RECORDS INSTRUMENT 115360446, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.(DOES AFFECT. BNALKET IN NATURE. NOT PLOTTED).
29. GRANT OF TELECOMMUNICATIONS EASEMENT GRANTED TO HOTWIRE COMMUNICATIONS, LTD, AS MORE FULLY SET FORTH IN THE DOCUMENT RECORDED IN OFFICIAL RECORDS INSTRUMENT 115607490, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (DOES AFFECT. BLANKET IN NATURE. NOT PLOTTED)
30. CITY OF DEERFIELD BEACH, FLORIDA RESOLUTION NO. 2020/098, AS MORE FULLY SET FORTH IN THE DOCUMENT RECORDED IN OFFICIAL RECORDS INSTRUMENT 117188774, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (DOES AFFECT. NOT POTTED).



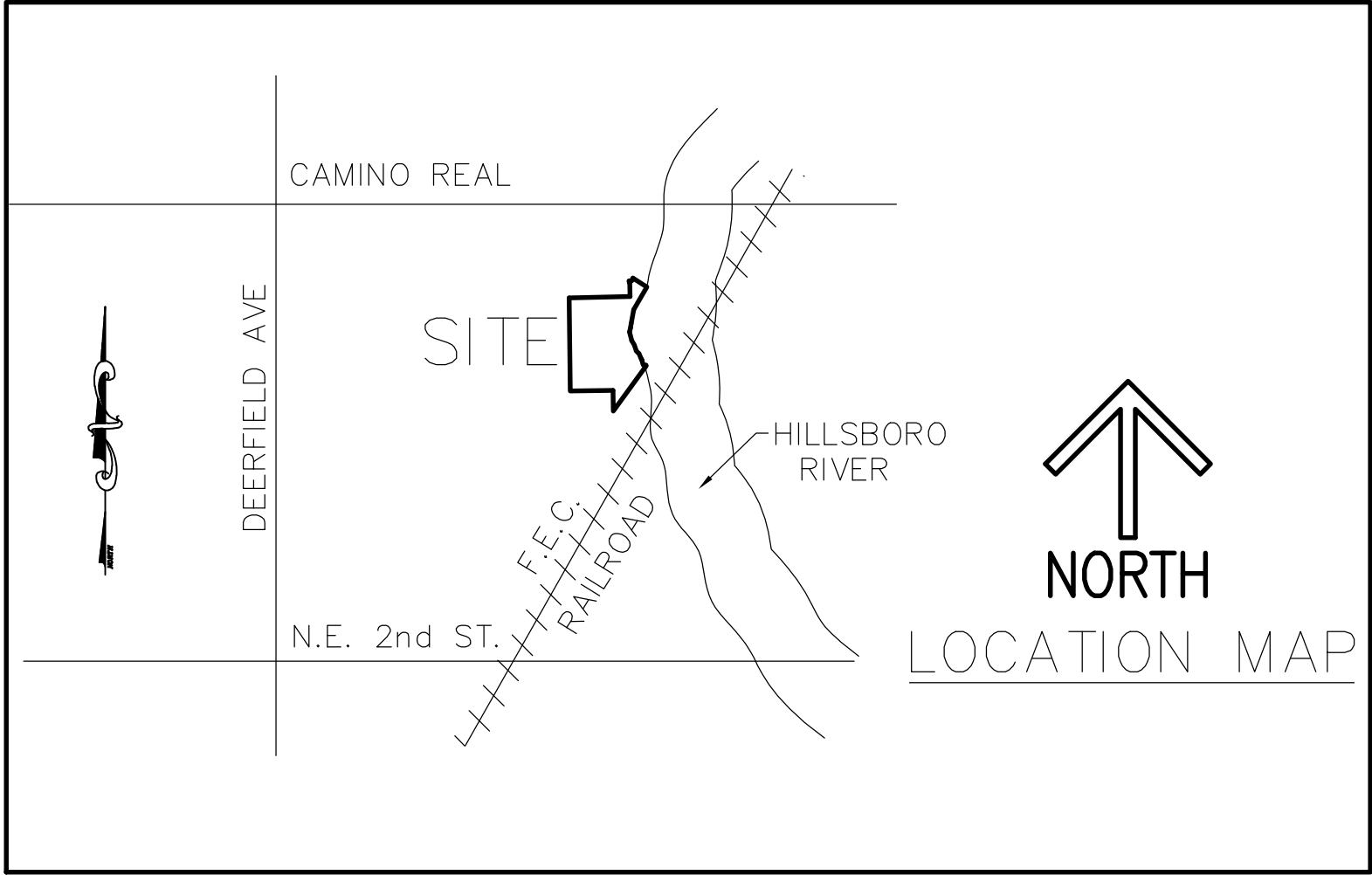
DEERFIELD BEACH, FL

LEGAL DESCRIPTION

- PARCEL 1:
- ALL OF ANTIBES DEVELOPMENT PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 150, PAGE 11, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
- PARCEL 2:
- ALL OF ANTIBES DEVELOPMENT PLAT II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 150, PAGE 26, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
- PARCEL 3:
- THE NORTH 66 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, LESS THE EAST 136 FEET THEREOF, AND FURTHER LESS THE RIGHT-OF-WAY OF NE 1ST AVENUE AS LAID OUT AND IN USE, IN SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST. SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.
- PARCEL 4:
- LOTS 1, 2, 3, 4, 5, 7, 8, 9, AND 10 OF MAP OF COSDEN & BRACKNELL ADDITION TO DEERFIELD, ACCORDING TO THE PLAT THEREOF AS FILED FOR RECORD IN PLAT BOOK 6, PAGE 9, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND AS RECORDED IN PLAT BOOK 1, PAGE 25 OF THE PALM BEACH COUNTY TRANSCRIPT OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH THAT PART OF VACATED COSDEN STREET LYING WITHIN SAID LOTS, ALL OF SAID LOTS NOW LYING AND BEING IN BROWARD COUNTY, FLORIDA.
- PARCEL 5:
- LOT 6 OF MAP OF COSDEN & BRACKNELL ADDITION TO DEERFIELD, ACCORDING TO THE PLAT THEREOF AS FILED FOR RECORD IN PLAT BOOK 6, PAGE 9, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND AS RECORDED IN PLAT BOOK 1, PAGE 25 OF THE PALM BEACH COUNTY TRANSCRIPT OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH THAT PART OF VACATED COSDEN STREET LYING WITHIN LOT 6. SAID LANDS NOW SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.
- PARCEL 6:
- LOTS 11 AND 12 OF MAP OF COSDEN & BRACKNELL ADDITION TO DEERFIELD, ACCORDING TO THE PLAT THEREOF AS FILED FOR RECORD IN PLAT BOOK 6, PAGE 9, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND AS RECORDED IN PLAT BOOK 1, PAGE 25 OF THE PALM BEACH COUNTY TRANSCRIPT OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH THAT PART OF VACATED COSDEN STREET LYING WITHIN SAID LOTS, SAID LANDS NOW SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.
- PARCEL 7:
- LOTS 13, 14 AND 15, OF MAP OF COSDEN & BRACKNELL ADDITION TO DEERFIELD, ACCORDING TO THE PLAT THEREOF AS FILED FOR RECORD IN PLAT BOOK 6, PAGE 9, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND AS RECORDED IN PLAT BOOK 1, PAGE 25 OF THE PALM BEACH COUNTY TRANSCRIPT OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LANDS NOW SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.
- PARCEL 8:
- PARCELS A AND B OF PENNELL FAMILY PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 160, PAGE 23, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
- PARCEL 9:
- LOT 7, BLOCK 1, OF RIVERVIEW TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 59, PAGE 34, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

CONTAINING A TOTAL OF 334,972 SQUARE FEET OR 7.6899 ACRES MORE OR LESS.

GROSS AREA AS HATCHED IS 8.3674 ACRES, MORE OR LESS



SURVEYOR'S NOTES:

1. THIS SURVEY OR REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF NORTH 00°47'14" WEST ALONG THE WEST LINE OF THE PLAT OF ANTIBES DEVELOPMENT PLAT, AS RECORDED IN PLAT BOOK 150, PAGES 11 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM. EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT).
3. ALL FIELD MEASURED ANGLES AND DISTANCES ARE CONSISTENT WITH THE INSTRUMENTS OF RECORD.
4. THE SURVEYOR HAS REVIEWED AMERICAN LAND TITLE ASSOCIATION COMPANY INSURANCE COMPANY TITLE COMMITMENT NUMBER 170763330 , WITH AN EFFECTIVE DATE OF SEPTEMBER 14, 2021 AND ALL EASEMENTS CONTAINED THEREIN ARE PLOTTED HEREON.
5. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 AND ARE BASED ON BENCHMARK "PIONEER" WITH A PUBLISHED ELEVATION OF 9.26.
6. FLOOD ZONE: "X", "AH" (ELEV. 13), "AE" (ELEV. 5), COMMUNITY PANEL NO. 125101 0178 H, DATED: AUGUST 18, 2014.
7. LEGAL DESCRIPTIONS' BOUNDARIES SHOWN HEREON ARE CONTIGUOUS WITHOUT GAP OR GORE.

SURVEY CERTIFICATION

CERTIFIED TO: STEWART TITLE GUARANTY COMPANY

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY AND TOPOGRAPHIC SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON 9-23-2021. I FURTHER CERTIFY THAT THIS BOUNDARY AND TOPOGRPAHC SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 53-17 ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

DATE OF MAP: 1-3-2022

DAVID P. LINDLEY, P.L.S.
REG. LAND SURVEYOR #5005
STATE OF FLORIDA - LB #3591

UPDATE SURVEY 4	9-28-21	TMS
CORRECTED PARCEL 2 LEGAL TYPO	8/1/19	TMS
UPDATE SURVEY	7/17/19	TKM
REVISED GROSS ACREAGE	6/28/19	TMS
ADDED FLOOD ZONE INFORMATION	12/26/17	ACE
REVISIONS	12/13/17	ACE
DATE		BY
FILE NAME	7954-3	sur 1-3-2022

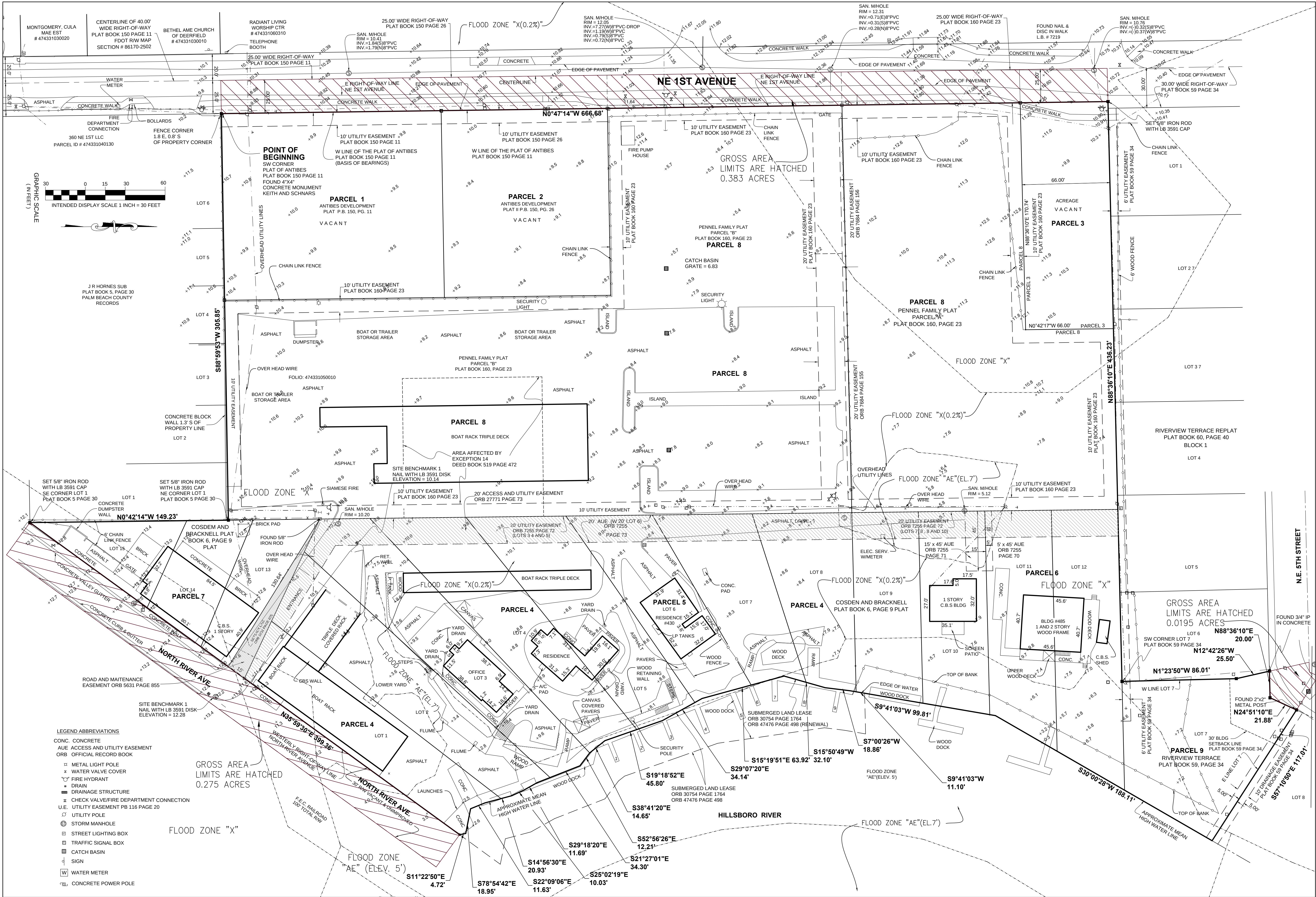
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

BOUNDARY AND TOPOGRAPHIC SURVEY
PENNELL MARINA DEERFIELD BEACH, FL

DATE	AUG 2017
DRAWN BY	TMS
F.B./ PG.	N/A
SCALE	1"=30'



JOB #	7954-3
SHT.NO.	1
OF	2 SHEETS



UPDATE SURVEY	7/17/19	TKM
UPDATE SURVEY	6/28/19	TMS
REVISED GROSS ACREAGE	12/26/17	ACE
ADDED FLOOD ZONE INFORMATION	12/13/17	ACE
REVISIONS		
DATE		BY

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33424
PHONE (561) 392-1991 / FAX (561) 750-1452

BOUNDARY AND TOPOGRAPHIC SURVEY
PENNEL MARINA DEERFIELD BEACH, FL

DATE	AUG 2017
DRAWN BY	TMS
F.B./ PG.	N/A
SCALE	1"=30'

JOB #	7954-3
SHT.NO.	2
OF 3 SHEETS	

Return to: (enclose self-addressed stamped envelope)

This Instrument Prepared by:

Name: Thomas F. Coyle, Jr., Esquire
Greenspoon Marder P.A.
200 East Broward Blvd., Suite 1800
Fort Lauderdale, Florida 33301

Property Appraisers Parcel I.D. (Folio) Numbers(s):

474331-21-0010. (Parcel 1)

474331-22-0010. (Parcel 2)

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed made the 5th day of January, 2018 by 414 N.E. 1ST. AVE.

ASSOCIATES, LLC, a Florida limited liability company, whose post office address is 1013 Hillsboro Mile, Hillsboro Beach, FL 33062, hereinafter called the grantor, to **DEERFIELD DEVELOPMENT RESOURCES, LLC**, a Florida limited liability company, whose post office address is 1769 NE 33rd Street, Pompano Beach, FL 33064, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Broward County, Florida, viz:

PARCEL 1:

All of ANTIBES DEVELOPMENT PLAT, according to the Plat thereof, as recorded in Plat Book 150, Page 11, of the Public Records of Broward County, Florida.

PARCEL 2:

All of ANTIBES DEVELOPMENT PLAT II, according to the Plat thereof, as recorded in Plat Book 150, Page 26, of the Public Records of Broward County, Florida.

SUBJECT TO:

1. Taxes and Assessments for 2018 and subsequent years.
2. Laws, zoning laws, regulations or ordinances affecting the subject real property.
3. Conditions, restrictions, limitations and easements of record, if any, without any intent to re-impose the same.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

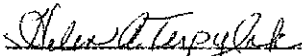
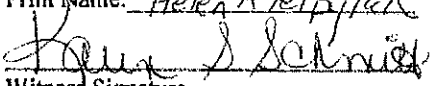
To Have and to Hold, the same in fee simple forever.

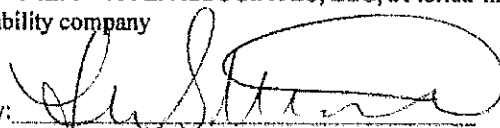
And the grantor hereby covenants with said grantee that it is lawfully seised of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2017.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

414 N.E. 1ST AVE. ASSOCIATES, LLC, a Florida limited
liability company


Witness Signature
Print Name: Helen A Terpylak

Witness Signature
Print Name: Karen S. Schmitt

By: 
Tia S. Winfield, Authorized Member

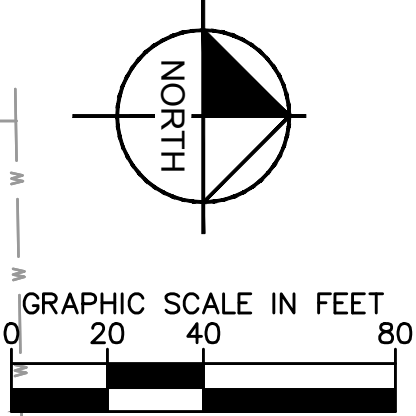
STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

I HEREBY CERTIFY, that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Tia S. Winfield as Authorized Member of 414 N.E. 1ST AVE. ASSOCIATES, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me to be the officer described in and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 5TH day of January, 2018.

My Commission Expires:


Notary Public, State of Florida at Large
Print Name: Helen A Terpylak
HELEN A. TERPYLAK, Notary Public
State of Ohio, Lorain County
My Commission Expires Aug. 24, 2019



CALL 2 WORKING DAYS
BEFORE YOU DIG

IT'S THE LAW!
DIAL 811

811

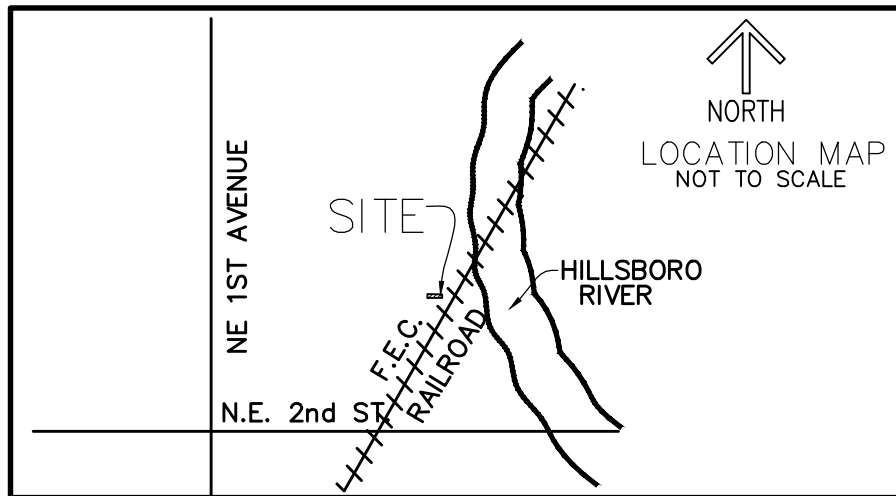
Know what's **below.**
Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

Kimley»»Horn

© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
 1615 S CONGRESS AVE. SUITE 201, DELRAY BEACH, FL 33445
 PHONE: 561-330-2345 FAX: 561-863-8175
 WWW.KIMLEY-HORN.COM CA 0000696

[illegible]



NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN ORIGINAL SURVEYOR'S SEAL.
2. SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
3. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF SOUTH 39°59'30" WEST ALONG THE EAST LINE OF LOT 13, COSDEN AND BRACKNELL'S ADDITION TO DEERFIELD BEACH, PLAT BOOK 6, PAGE 9, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT).
5. THE "DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

DESCRIPTION

BEING ALL OF THAT CERTAIN ROAD AND MAINTENANCE EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 5631, PAGE 855, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING IN LOT 13, COSDEN AND BRECKNE;;'S ADDITION TO DEERFIELD BEACH, PLAT BOOK 6, PAGE 9 PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 13, RUN THENCE SOUTH 35°59'30" WEST ALONG THE EAST LINE OF SAID LOT 13, A DISTANCE OF 15.00 FEET; THENCE NORTH 58°11'44" WEST (DEPARTING FROM SAID EAST LINE), A DISTANCE OF 130.64 FEET TO THE NORTHWEST CORNER OF SAID LOT 13; THENCE SOUTH 64°40'28" EAST ALONG THE NORTH LINE OF SAID LOT 13, A DISTANCE OF 132.58 FET TO THE POINT OF BEGINNING.

CAUFVIST2 SK14.DWG

SHEET 1 OF 2



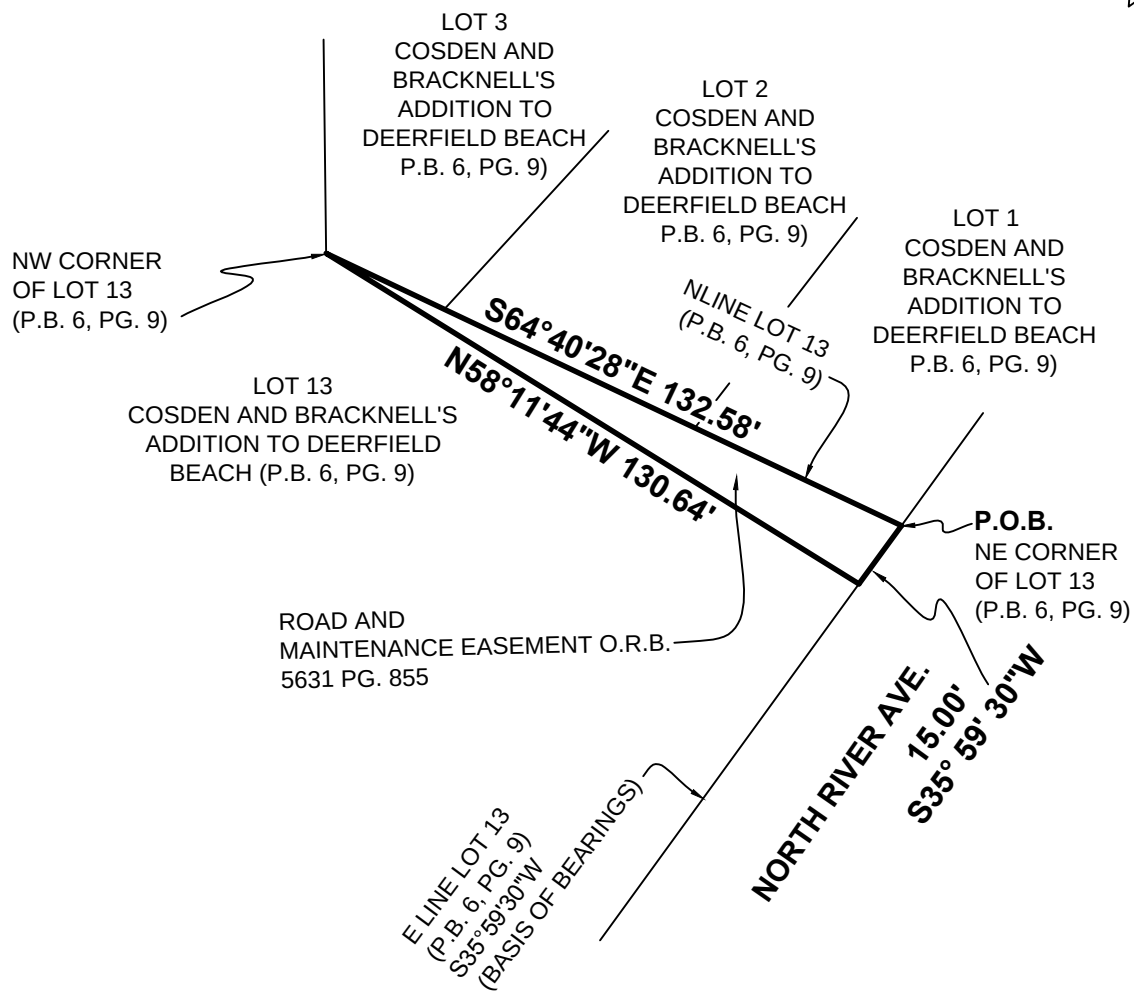
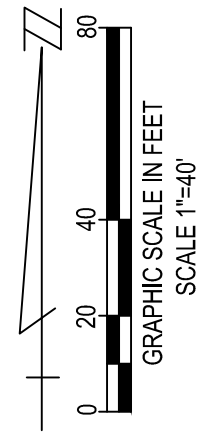
CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

**EXHIBIT A
UTILITY EASEMENT ABANDONMENT
SKETCH OF LEGAL DESCRIPTION**

DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
L.B. 3591

DATE	MAR 2022
DRAWN BY	TMS
F.B./ PG.	N/A
SCALE	N/A
JOB NO.	7954-3



LEGEND

- PG. - PAGE
- P.B. - PLAT BOOK
- P.O.B. - POINT OF BEGINNING
- R/W - RIGHT-OF-WAY
- O.R.B. - OFFICIAL RECORDS BOOK

THIS IS NOT A SURVEY

SHEET 2 OF 2

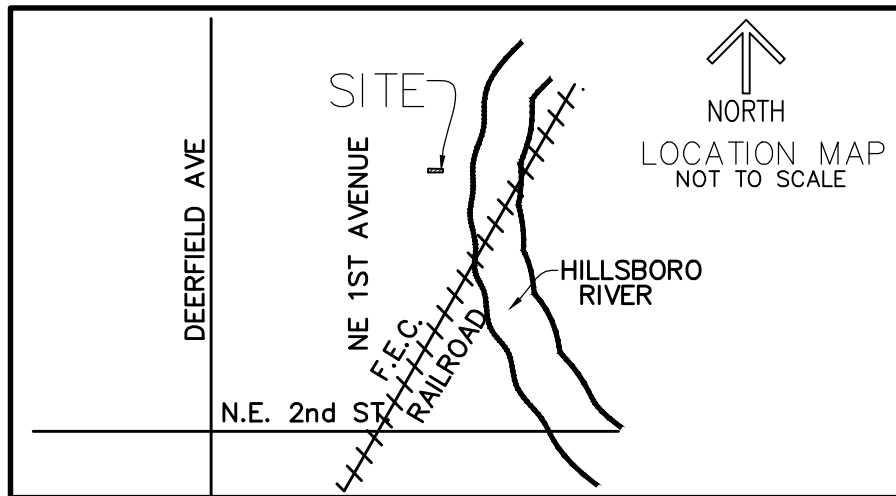


CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

**EXHIBIT A
UTILITY EASEMENT ABANDONMENT
SKETCH OF LEGAL DESCRIPTION**

DATE	MAR 2022
DRAWN BY	TMS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7954



NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN ORIGINAL SURVEYOR'S SEAL.
2. SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
3. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF NORTH 88°36'10" EAST ALONG THE NORTH LINE OF PARCEL B, PENNEL FAMILY PLAT, PLAT BOOK 160, PAGE 23, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT).
5. THE "DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

DESCRIPTION

BEING ALL OF THAT CERTAIN 20.00 FOOT WIDE UTILITY EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 7684, PAGE 155, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING IN PARCEL B, PENNEL FAMILY PLAT, PLAT BOOK 160, PAGE 23, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL B, RUN THENCE SOUTH 88°36'10" WEST ALONG THE NORTH LINE OF SAID PARCEL B, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°42'14" EAST (DEPARTING FROM SAID NORTH LINE), A DISTANCE OF 2.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°42'14" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°36'10" WEST, A DISTANCE OF 185.01 FEET; THENCE NORTH 00°42'14" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°36'10" EAST, A DISTANCE OF 185.01 FEET TO THE POINT OF BEGINNING.

CAUFVIST2 SK12.DWG

SHEET 1 OF 2



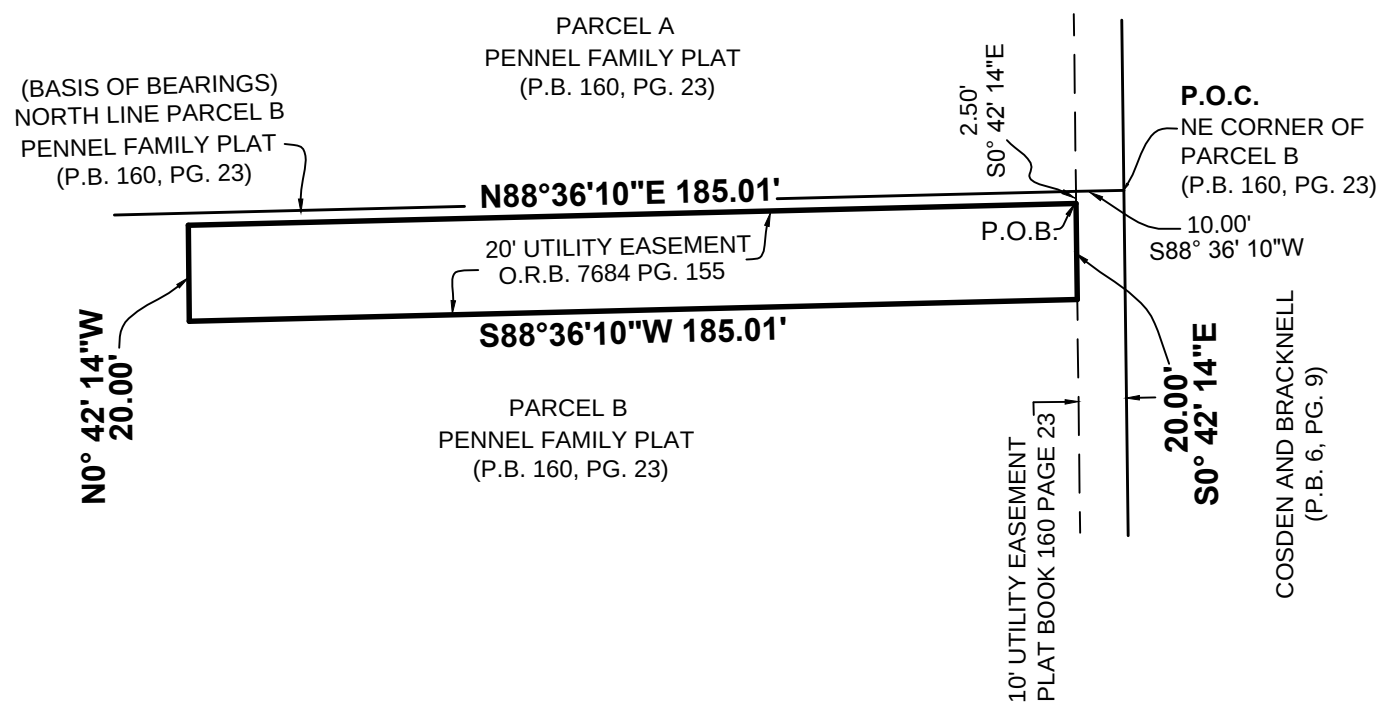
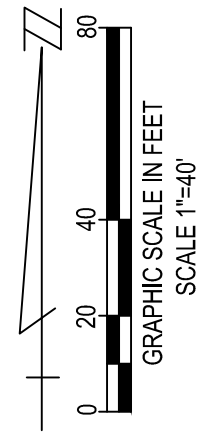
CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
L.B. 3591

DATE	MAR 2022
DRAWN BY	TMS
F.B./ PG.	N/A
SCALE	N/A
JOB NO.	7954-3

EXHIBIT A
UTILITY EASEMENT ABANDONMENT
SKETCH OF LEGAL DESCRIPTION



LEGEND

- PG. - PAGE
- P.B. - PLAT BOOK
- P.O.B. - POINT OF BEGINNING
- R/W - RIGHT-OF-WAY
- O.R.B. - OFFICIAL RECORDS BOOK

THIS IS NOT A SURVEY

SHEET 2 OF 2

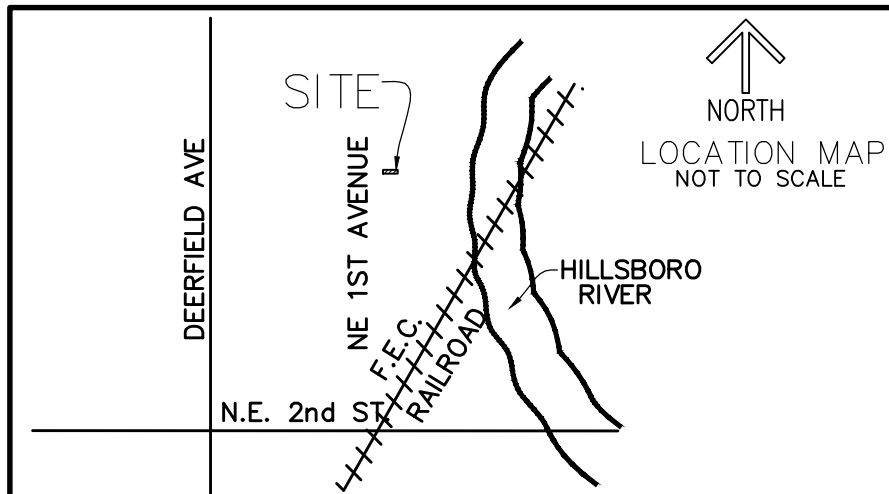


CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

**EXHIBIT A
UTILITY EASEMENT ABANDONMENT
SKETCH OF LEGAL DESCRIPTION**

DATE	MAR 2022
DRAWN BY	TMS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7954



NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN ORIGINAL SURVEYOR'S SEAL.
2. SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
3. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF NORTH 88°36'10" EAST ALONG THE NORTH LINE OF PARCEL B, PENNEL FAMILY PLAT, PLAT BOOK 160, PAGE 23, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT).
5. THE "DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

DESCRIPTION

BEING ALL OF THAT CERTAIN 20.00 FOOT WIDE UTILITY EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 7684, PAGE 156, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING IN PARCEL B, PENNEL FAMILY PLAT, PLAT BOOK 160, PAGE 23, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL B, RUN THENCE NORTH 88°36'10" EAST ALONG THE NORTH LINE OF SAID PARCEL B, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°47'14" EAST (DEPARTING FROM SAID NORTH LINE), A DISTANCE OF 2.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°36'10" EAST, A DISTANCE OF 101.53 FEET; THENCE SOUTH 00°42'14" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°36'10" WEST, A DISTANCE OF 101.50 FEET; THENCE NORTH 00°47'14" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CAUFVIST2 SK13.DWG

SHEET 1 OF 2



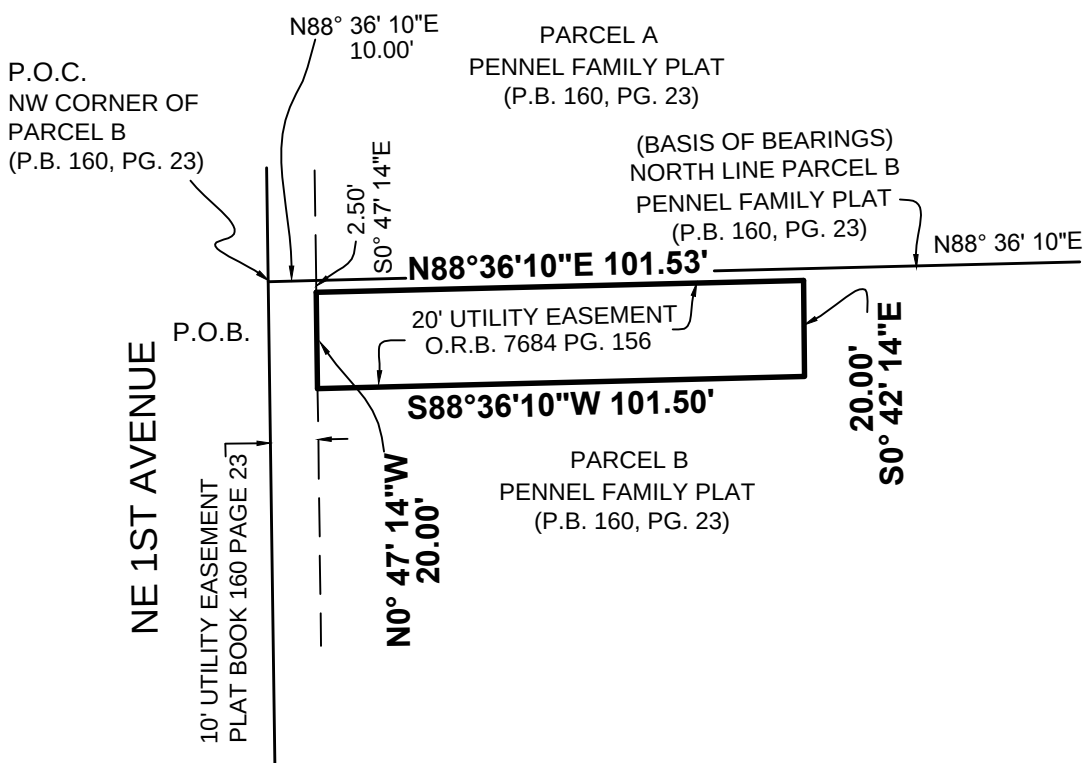
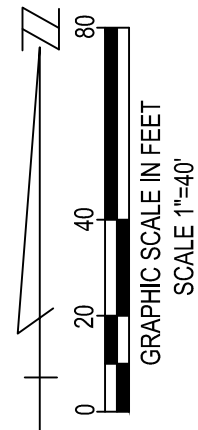
CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
L.B. 3591

DATE	MAR 2022
DRAWN BY	TMS
F.B./ PG.	N/A
SCALE	N/A
JOB NO.	7954-3

EXHIBIT A
UTILITY EASEMENT ABANDONMENT
SKETCH OF LEGAL DESCRIPTION



LEGEND

- PG. — PAGE
- P.B. — PLAT BOOK
- P.O.B. — POINT OF BEGINNING
- R/W — RIGHT-OF-WAY
- O.R.B. — OFFICIAL RECORDS BOOK

THIS IS NOT A SURVEY

SHEET 2 OF 2



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE — SURVEYING
7900 GLADES ROAD — SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)–392–1991 / FAX (561)–750–1452

EXHIBIT A
UTILITY EASEMENT ABANDONMENT
SKETCH OF LEGAL DESCRIPTION

DATE MAR 2022

DRAWN BY TMS

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 7954



Date: June 22, 2022

Liam Sargent

Kimley-Horn

1615 South Congress Avenue, Suite 201

Delray Beach, FL 33445

Re: Letter of No Objection - Easements Vacation

VISTA CLARA APARTMENTS

DEERFIELD DEVELOPMENT RESOURCES, LL

Dear Mr. Sargent:

Please let this letter serve as a notification that the City of Deerfield Beach has no objection to the proposed vacation of certain Utility and Roadway Maintenance Easements of record and portions thereof, selected for vacation and for the removal of existing City of Deerfield Beach infrastructure **(Exhibit A)** contained within said easements and confined to the development property limits as described on the attached Boundary and Topographic Survey dated 1-3-2022 **(Exhibit B)**.

Should you have any questions please call me at (954) 422-5820.

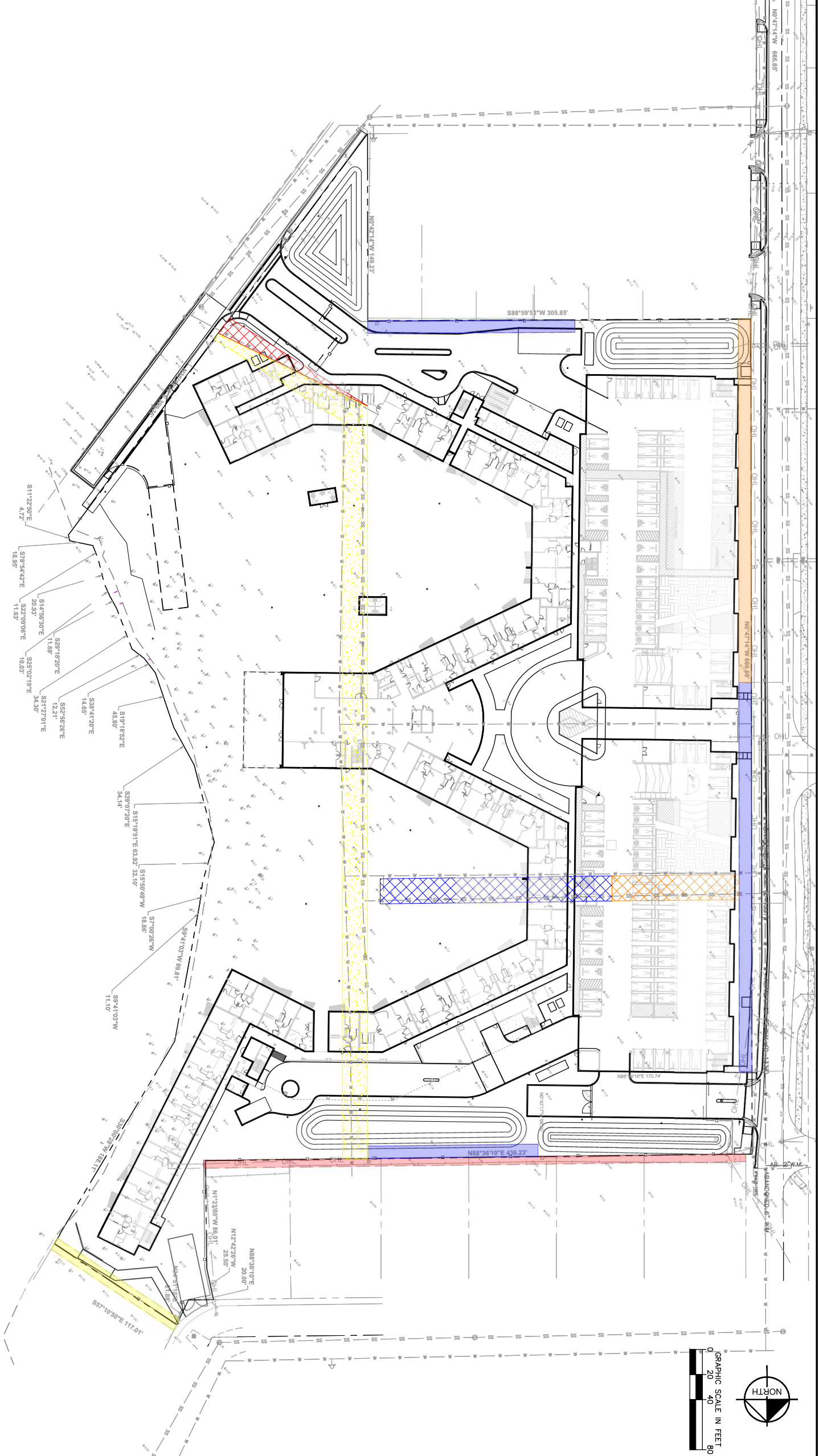
Sincerely,

Alfonso Orellana, CFM

Plans Review Engineer

City of Deerfield Beach, FL

Environmental Services



EXISTING EASEMENTS TO REMAIN

- | |
|--|
| 10' UTILITY EASEMENT PLAT BOOK 150 PAGE 26 |
| UTILITY EASEMENT PLAT BOOK 160 PAGE 23 |
| 6' UTILITY EASEMENT PLAT BOOK 59 PAGE 34 |
| 10' DRAINAGE EASEMENT PLAT BOOK 59 PAGE 34 |

EXISTING EASEMENTS TO BE ABANDONED

- | | | |
|---|---|--|
|  | ① | 20' WIDE UTILITY EASEMENT ORB 7684 PAGE 135 |
|  | ② | 20' WIDE UTILITY EASEMENT ORB 7684 PAGE 156 |
|  | ③ | 15' WIDE ROAD AND MAINTENANCE EASEMENT ORB 5631 PAGE 855 |

VERTICAL DATUM.
ELEVATIONS SHOWN HEREON ARE BASED ON THE
NORTH AMERICAN VERTICAL DATUM OF 1988.
NAVD '88 ELEV. + 1.57' = NGVD '29 ELEVATION

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE AND OBTAINING ALL NECESSARY PERMITS.

EXHIBIT A

CALL 2 WORKING DAYS

IT'S THE LA
DIAL 811

Know what's below.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

VISTA CLARA
PREPARED FOR
ERFIELD DEVELOPMENT
RESOURCES, LLC

CITY
ABANDONMENT
EXHIBIT

KHA PROJECT 140403001	
DATE OCT. 2019	
SCALE AS SHOWN	
DESIGNED BY	JDH
DRAWN BY	JRB
CHECKED BY	JDH

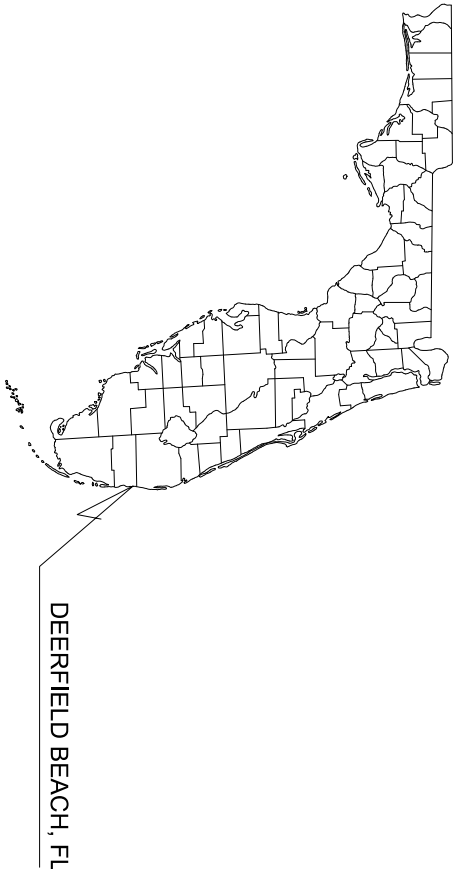
Kimley»»Horn

© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
1615 S CONGRESS AVE, SUITE 201, DELRAY BEACH, FL 33445
PHONE: 561-330-2345 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM CA 0000696

No.	REVISIONS	DATE	BY

TITLE EXCEPTIONS

1. ALL MATTERS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 59, PAGE 24, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES AFFECT, NOT PLOTTED HEREIN.
2. ALL MATTERS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 159, PAGE 11, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES AFFECT, NOT PLOTTED HEREIN.
3. ALL MATTERS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 159, PAGE 26, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES AFFECT, NOT PLOTTED HEREIN.
4. ALL MATTERS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 159, PAGE 28, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES AFFECT, NOT PLOTTED HEREIN.
5. COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 11718875 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH ALL EASEMENTS HERETO, WHICH MAY PROVIDE FOR ASSOCIATION DUES, FEES AND/OR ASSESSMENTS, COVENANTS BUILDING SET BACK REQUIREMENTS, OPTION TO PURCHASE, RIGHT OF FIRST REFUSE, AND ANY SPECIAL ASSESSMENTS WHICH MAY COME DUE BUT OMITTING ANY SUCH COVENANT BASED ON RACE, COLOR, RELIGION, SEX, FAMILIAL STATUS, NATIONAL ORIGIN, HANDICAP, SEXUAL ORIENTATION, MARITAL STATUS, ANCESTRY, SOURCE OF INCOME, DISABILITY, MEDICAL CONDITION, OR OTHER UNLAWFUL BASIS, DOES AFFECT BLANKET IN NATURE, NOT PLOTTED.
6. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED NO. 594, DATED JUNE 24, 1946, FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, RECORDED AUGUST 5, 1946 IN DEED BOOK 549, PAGE 197, HOWEVER, THE RIGHT OF ENTRY AND EXPLORATION ASSOCIATED WITH THE OIL AND MINERAL RESERVATIONS HAS BEEN RELEASED PURSUANT TO SEC. 270.11 F.S., AND EXCEPT AS RELAYED BY OIL/CJLM DEED RECORDED IN OFFICIAL RECORDS BOOK 6006, PAGE 342, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES AFFECT, NOT PLOTTED HEREIN.
7. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED NO. 589, FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, RECORDED AUGUST 5, 1946 IN DEED BOOK 549, PAGE 228, AND CORRECTIVE DEED DATED JUNE 24, 1955, FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, RECORDED AUGUST 5, 1946 IN DEED BOOK 549, PAGE 208, AND CORRECTIVE DEED DATED JUNE 24, 1955, FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, HOWEVER, THE RIGHT OF ENTRY AND EXPLORATION ASSOCIATED WITH THE OIL AND MINERAL RESERVATIONS HAS BEEN RELEASED PURSUANT TO SEC. 270.11 F.S., AND EXCEPT AS RELAYED BY OIL/CJLM DEED RECORDED IN OFFICIAL RECORDS BOOK 6006, PAGE 342, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES AFFECT, NOT PLOTTED HEREIN.
8. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED NO. 589, FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, RECORDED AUGUST 5, 1946 IN DEED BOOK 549, PAGE 228, AND CORRECTIVE DEED DATED JUNE 24, 1955, FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, HOWEVER, THE RIGHT OF ENTRY AND EXPLORATION ASSOCIATED WITH THE OIL AND MINERAL RESERVATIONS HAS BEEN RELEASED PURSUANT TO SEC. 270.11 F.S., AND EXCEPT AS RELAYED BY OIL/CJLM DEED RECORDED IN OFFICIAL RECORDS BOOK 6006, PAGE 342, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES AFFECT, NOT PLOTTED HEREIN.
9. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED NO. 589, FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, RECORDED AUGUST 5, 1946 IN DEED BOOK 549, PAGE 228, AND CORRECTIVE DEED DATED JUNE 24, 1955, FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, HOWEVER, THE RIGHT OF ENTRY AND EXPLORATION ASSOCIATED WITH THE OIL AND MINERAL RESERVATIONS HAS BEEN RELEASED PURSUANT TO SEC. 270.11 F.S., AND EXCEPT AS RELAYED BY OIL/CJLM DEED RECORDED IN OFFICIAL RECORDS BOOK 6006, PAGE 342, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES AFFECT, NOT PLOTTED HEREIN.
10. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED NO. 589, FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, RECORDED AUGUST 5, 1946 IN DEED BOOK 549, PAGE 228, AND CORRECTIVE DEED DATED JUNE 24, 1955, FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, HOWEVER, THE RIGHT OF ENTRY AND EXPLORATION ASSOCIATED WITH THE OIL AND MINERAL RESERVATIONS HAS BEEN RELEASED PURSUANT TO SEC. 270.11 F.S., AND EXCEPT AS RELAYED BY OIL/CJLM DEED RECORDED IN OFFICIAL RECORDS BOOK 6006, PAGE 342, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES AFFECT, NOT PLOTTED HEREIN.
11. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED NO. 589, FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, RECORDED AUGUST 5, 1946 IN DEED BOOK 549, PAGE 228, AND CORRECTIVE DEED DATED JUNE 24, 1955, FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, HOWEVER, THE RIGHT OF ENTRY AND EXPLORATION ASSOCIATED WITH THE OIL AND MINERAL RESERVATIONS HAS BEEN RELEASED PURSUANT TO SEC. 270.11 F.S., AND EXCEPT AS RELAYED BY OIL/CJLM DEED RECORDED IN OFFICIAL RECORDS BOOK 6006, PAGE 342, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES AFFECT, NOT PLOTTED HEREIN.
12. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED NO. 589, FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, RECORDED AUGUST 5, 1946 IN DEED BOOK 549, PAGE 228, AND CORRECTIVE DEED DATED JUNE 24, 1955, FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, HOWEVER, THE RIGHT OF ENTRY AND EXPLORATION ASSOCIATED WITH THE OIL AND MINERAL RESERVATIONS HAS BEEN RELEASED PURSUANT TO SEC. 270.11 F.S., AND EXCEPT AS RELAYED BY OIL/CJLM DEED RECORDED IN OFFICIAL RECORDS BOOK 6006, PAGE 342, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES AFFECT, NOT PLOTTED HEREIN.
13. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED NO. 589, FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, RECORDED AUGUST 5, 1946 IN DEED BOOK 549, PAGE 228, AND CORRECTIVE DEED DATED JUNE 24, 1955, FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, HOWEVER, THE RIGHT OF ENTRY AND EXPLORATION ASSOCIATED WITH THE OIL AND MINERAL RESERVATIONS HAS BEEN RELEASED PURSUANT TO SEC. 270.11 F.S., AND EXCEPT AS RELAYED BY OIL/CJLM DEED RECORDED IN OFFICIAL RECORDS BOOK 6006, PAGE 342, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES AFFECT, NOT PLOTTED HEREIN.
14. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED NO. 589, FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, RECORDED AUGUST 5, 1946 IN DEED BOOK 549, PAGE 228, AND CORRECTIVE DEED DATED JUNE 24, 1955, FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, HOWEVER, THE RIGHT OF ENTRY AND EXPLORATION ASSOCIATED WITH THE OIL AND MINERAL RESERVATIONS HAS BEEN RELEASED PURSUANT TO SEC. 270.11 F.S., AND EXCEPT AS RELAYED BY OIL/CJLM DEED RECORDED IN OFFICIAL RECORDS BOOK 6006, PAGE 342, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES AFFECT, NOT PLOTTED HEREIN.
15. EASEMENT GRANTED TO CITY OF DESPERED BEACH, FLORIDA, AS MORE FULLY SET FORTH IN THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 5831, PAGE 683, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES AFFECT, NOT PLOTTED HEREIN.
16. EASEMENTS FOR UTILITIES AND DRAINAGE GRANTED TO THE CITY OF DESPERED BEACH BY EASEMENT DEEDS RECORDED IN OFFICIAL RECORDS BOOK 6315, PAGE 857, OFFICIAL RECORDS BOOK 7255, PAGE 13, OFFICIAL RECORDS BOOK 7255, PAGE 13, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES AFFECT, NOT PLOTTED HEREIN.
17. EASEMENT GRANTED TO CITY OF DESPERED BEACH, FLORIDA, AS MORE FULLY SET FORTH IN THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 7684, PAGE 155, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES AFFECT, NOT PLOTTED HEREIN.
18. EASEMENT GRANTED TO CITY OF DESPERED BEACH, FLORIDA, AS MORE FULLY SET FORTH IN THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 7684, PAGE 156, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES AFFECT, NOT PLOTTED HEREIN.
19. CITY OF DESPERED BEACH, FLORIDA, ORDINANCE NO. 1890045, AS MORE FULLY SET FORTH IN THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 7187, PAGE 573, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AFFECTS LOT 6, 7 AND 8 PLAT BOOK 6, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES AFFECT, NOT PLOTTED HEREIN.
20. DECLARATION OF LUNTY OF TITLE, AS MORE FULLY SET FORTH IN THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 24745, PAGE 119, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES AFFECT, NOT PLOTTED.
21. EASEMENT GRANTED TO CITY OF DESPERED BEACH, FLORIDA, AS MORE FULLY SET FORTH IN THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 22771, PAGE 73, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES AFFECT, NOT PLOTTED HEREIN.
22. NOTICE OF EASEMENT, AS MORE FULLY SET FORTH IN THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 27919, PAGE 884, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES AFFECT, NOT PLOTTED.
23. COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 3138, PAGE 1329 AND RELATED AGENT OF RECORD FOR NOTICE OF EXPIRATION OF ADEQUACY, RECORDED IN OFFICIAL RECORDS BOOK 3138, PAGE 1328, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH ALL EASEMENTS HERETO, WHICH MAY PROVIDE FOR ASSOCIATION DUES, FEES AND/OR ASSESSMENTS, PRIOR APPROVAL, OF SALE, IN ADDITION TO ANY EASEMENTS, RESERVATIONS, COVENANTS, BUILDING SET BACK REQUIREMENTS, OPTION TO PURCHASE, RIGHT OF FIRST REFUSE, AND ANY SPECIAL ASSESSMENTS WHICH MAY COME DUE BUT OMITTING ANY SUCH COVENANT BASED ON RACE, COLOR, RELIGION, SEX, FAMILIAL STATUS, NATIONAL ORIGIN, HANDICAP, SEXUAL ORIENTATION, MARITAL STATUS, ANCESTRY, SOURCE OF INCOME, DISABILITY, MEDICAL CONDITION, OR OTHER UNLAWFUL BASIS, DOES AFFECT PARCELS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, DOES AFFECT, NOT PLOTTED.
24. BROWARD COUNTY, FLORIDA, ORDINANCE NO. 200241, AS MORE FULLY SET FORTH IN THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 34145, PAGE 1891, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES AFFECT, NOT PLOTTED.
25. EASEMENT EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION, AS MORE FULLY SET FORTH IN THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 48



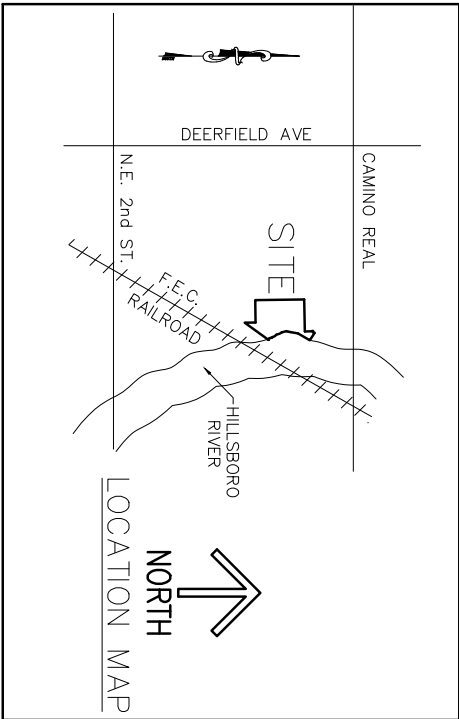
LEGAL DESCRIPTION

- PARCEL 1:
ALL OF ANTIBES DEVELOPMENT PLAT II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 150, PAGE 11, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
- PARCEL 2:
ALL OF ANTIBES DEVELOPMENT PLAT II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 150, PAGE 26, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
- PARCEL 3:
THE NORTH 66 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, LESS THE EAST 138 FEET THEREOF, AND THE FURTHER LESS THE RIGHT-OF-WAY OF NE 1ST AVENUE, AS Laid OUT AND IN USE, IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.
- PARCEL 4:
LOTS 1, 2, 3, 4, 5, 7, 8, 9, AND 10 OF MAP OF COHEN & BRACKNELL ADDITION TO DEERFIELD, ACCORDING TO THE PLAT THEREOF, AS Laid FOR RECORD IN PLAT BOOK 6, PAGE 9, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND AS RECORDED IN PLAT BOOK 1, PAGE 25 OF THE PALM BEACH COUNTY TRANSCRIPT OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH THAT PART OF VACATED COHEN STREET LYING WITHIN SAID LOTS, ALL OF SAID LOTS NOW LYING AND BEING IN BROWARD COUNTY, FLORIDA.

- PARCEL 5:
LOT 6 OF MAP OF COSDEN & BRACKNELL, ADDITION TO DEERFIELD, ACCORDING TO THE PLAT THEREOF AS FILED FOR RECORD IN PLAT BOOK 8, PAGE 25 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND AS RECORDED IN PLAT BOOK 1, PAGE 25 OF THE PALM BEACH COUNTY TRANSCRIPT OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH THAT PART OF VACATED COSDEN STREET LYING WITHIN LOT 6, SAID LANDS NOW SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.
- PARCEL 6:
LOTS 11 AND 12 OF MAP OF COSDEN & BRACKNELL, ADDITION TO DEERFIELD, ACCORDING TO THE PLAT THEREOF AS FILED FOR RECORD IN PLAT BOOK 8, PAGE 25 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND AS RECORDED IN PLAT BOOK 1, PAGE 25 OF THE PALM BEACH COUNTY TRANSCRIPT OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH THAT PART OF VACATED COSDEN STREET LYING WITHIN SAID LOTS, SAID LANDS NOW SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.
- PARCEL 7:
LOTS 13, 14 AND 15, OF MAP OF COSDEN & BRACKNELL, ADDITION TO DEERFIELD, ACCORDING TO THE PLAT THEREOF AS FILED FOR RECORD IN PLAT BOOK 8, PAGE 25 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND AS RECORDED IN PLAT BOOK 1, PAGE 25 OF THE PALM BEACH COUNTY TRANSCRIPT OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID LANDS NOW SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

- PARCEL 8:
PARCELS A AND B OF PENNELL FAMILY PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 160, PAGE 23, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
- PARCEL 9:
LOT 7, BLOCK 1, OF RIVERVIEW TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 50, PAGE 34, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

GROSS AREA AS HATCHED IS 8.3674 ACRES, MORE OR LESS
CONTAINING A TOTAL OF 334,972 SQUARE FEET OR 7.6899 ACRES MORE OR LESS



SURVEYOR'S NOTES:

1. THIS SURVEY OF REPRODUCTIONS HEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
2. BENCHMARKS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF NORTH 00°47'4" WEST ALONG THE WEST LINE OF THE PLAT OF AMBER DEVELOPMENT PLAT 1, AS RECORDED IN PLAT BOOK 190, PAGES 11 TO 17 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM 1983 (1983 ADJUSTMENT).
3. ALL FIELD MEASURED ANGLES AND DISTANCES ARE CONSISTENT WITH THE INSTRUMENTS OF RECORD.
4. THE SURVEYOR HAS REVIEWED AMERICAN LAND TITLE ASSOCIATION COMPANY INSURANCE COMPANY TITLE COMMITTEE NUMBER 170753533, "WITH AN EFFECTIVE DATE OF SEPTEMBER 14, 2021 AND ALL EASEMENTS CONTAINED THEREIN ARE PLOTTED HEREON.
5. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 AND ARE BASED ON BENCHMARK "PIONEER" WITH A PUBLISHED ELEVATION OF 9.26.
6. FLOOD ZONE: "X", "4H" (ELEV. 13), "4E" (ELEV. 5), COMMUNITY PANEL NO. 125101718 H, DATED AUGUST 18, 2014.
- LEGAL DESCRIPTIONS BOUNDARIES SHOWN HEREON ARE CONTIGUOUS WITHOUT GAP OR GORE.

SURVEY CERTIFICATION

HEREBY CERTIFY THAT THE ATTACHED BOUNDARY AND TOPOGRAPHIC SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON 9-23-2021. I FURTHER CERTIFY THAT THIS BOUNDARY AND TOPOGRAPHIC SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 61-17 ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES § 72.027.

DATE OF MAP: 1-3-2022
Digitally signed by David Lindley
DN: cn=David Lindley, o=Cadmus & Wheeler, Inc., ou=Survey
State of Florida, st=FL, c=US
Email: 2022.01.17.08K555-007@
David P. Lindley, P.L.S.
REG. LAND SURVEYOR #5005
STATE OF FLORIDA - LB #3591

EXHIBIT B

UPDATE SURVEY 4		9-28-21	TMS
CORRECTED PARCEL 2 LEGAL TYPO		8/1/19	
UPDATE SURVEY		7/17/19	TKM
UPDATE SURVEY		6/28/19	TMS
REVISED GROSS ACREAGE		12/26/17	ACE
ADDED FLOOD ZONE INFORMATION		12/13/17	ACE
REVISIONS		DATE	BY
FILE NAME 7954-3 sur 1-3-2022			

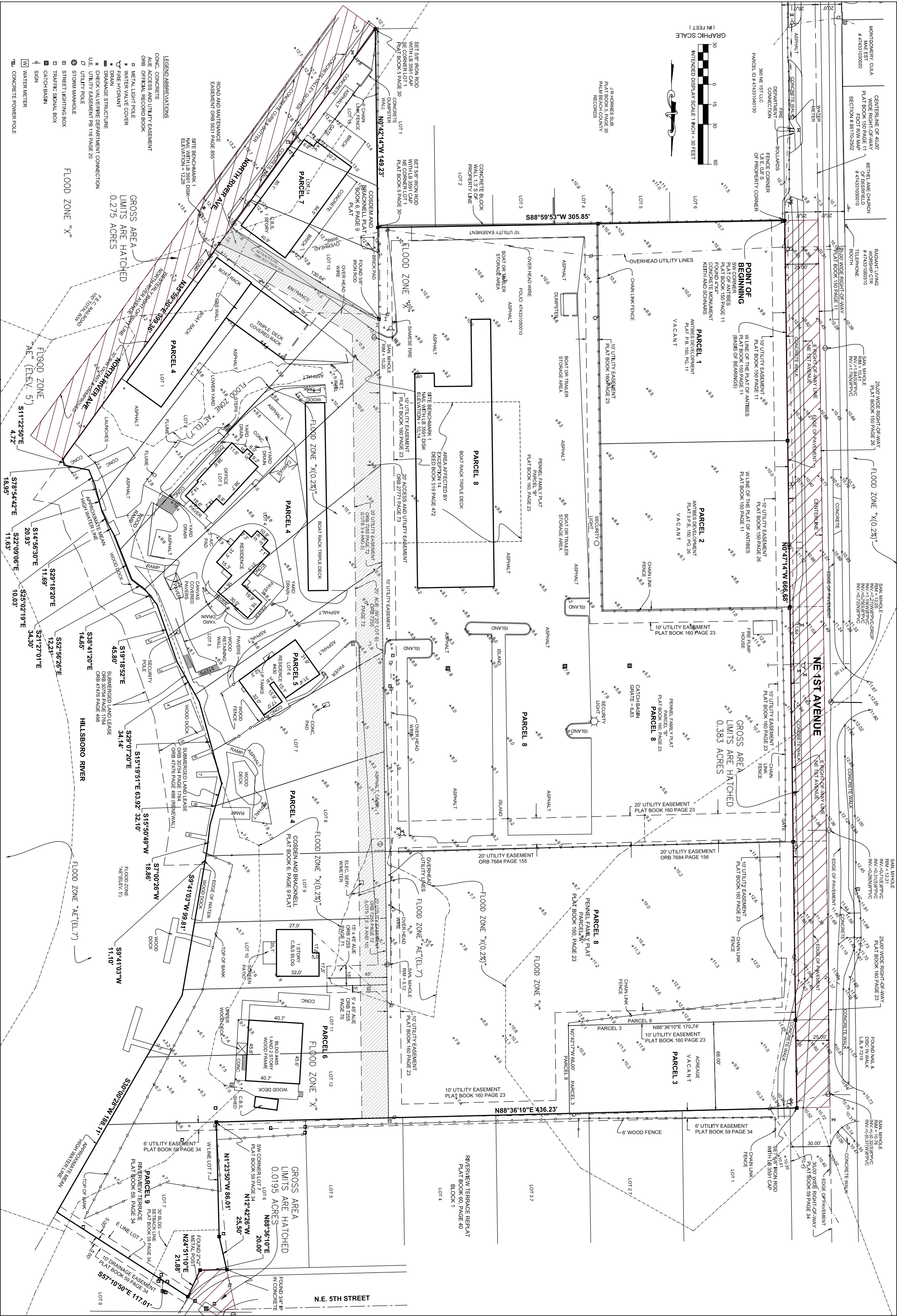


CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

**BOUNDARY AND TOPOGRAPHIC SURVEY
PENNEL MARINA DEERFIELD BEACH, FL**

DATE	AUG 2017
DRAWN BY	TMS
F.B. / PG.	N/A
SCALE	1"=30'

JOB #	7954-3
SHT NO.	1
OF 2 SHEETS	





Arsenio Otero
Manager - OSP Planning
& Engineering Design

ATT Florida
5395 NE 14th Ave
Ft Lauderdale, FL 33334

T: 954-328-3908
ao491t@att.com

May 3rd, 2022

Nicole Guinoo
Kimley-Horn
1615 South Congress Avenue, Suite 201
Delray Beach, FL 33445

Subject: No Objection to Abandoning of Utility Easements at site of Vista Clara Apartments as shown on Abandonment Exhibit provided by Kimley-Horn

Ms. Guinoo:

Based on our review of the Abandonment Exhibit provided by you, this letter shall serve as notice that:

1. ☒ AT&T has no objection to the proposed abandonments of utility easements referenced above and shown in the attached Abandonment Exhibit.

2. ☐ AT&T has no objection to the proposed abandonments of utility easements above if the following is satisfied:

3. ☐ AT&T has an objection to the proposed abandonments of utility easements referenced above as follows:

Should you have any questions, please contact me at 954-328-3908.

Sincerely,

Arsenio Otero
Mgr OSP Plng & Engrg Design
Construction & Engineering – SE

Thank you,



Expect More. Experience Better.

Liam Sargent

Kimley-Horn | 1615 South Congress Avenue, Suite 201

Delray Beach, FL 33445

Direct: (561) 484-5257 | Cell: (561) 866-9204

Connect with us: [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#) | [Kimley-Horn.com](#)

Celebrating 14 years as one of FORTUNE's 100 Best Companies to Work For

From: Blackburn, Heather <Heather.Blackburn@lumen.com>

Sent: Wednesday, March 30, 2022 2:12 PM

To: Guinoo, Nicole <Nicole.Guinoo@kimley-horn.com>

Subject: No Facilities: Sunshine 811 Design ticket No. 062200782 | Letter of No Objection Request

Date: 3/30/2022

Attn: Nicole Guinoo

Thank you for your project notification. LUMEN has reviewed your utility notice dated 3/27/22 regarding the P-252778 FL | 062200782 - NE 1st Ave f/ NE 5th St to NE 2nd St, Deerfield Beach ("Project"). In response to your inquiry please find the enclosed drawings indicating the approximate location of the LUMEN facilities (the "Facilities").

LUMEN Local/National does not have facilities within your proposed construction area.

LUMEN National has facilities within your proposed construction area. Please find the enclosed drawings indicating the location of the LUMEN facilities. Once you have completed your review, please respond back if LUMEN facilities appear to be in conflict. A LUMEN engineer will be assigned when engineering plans are ready for review.

LUMEN Local/National facilities are under review by our LUMEN Field Engineer. Currently, the estimated completion date of review is [FCD].

LUMEN Local/National is leasing facilities within your proposed construction Zone, which may have potential conflicts. Please verify that you have contacted all communications providers listed on your One Call Ticket.

LUMEN Local/National - The information provided in your initial request is insufficient to determine if the location of your proposed construction will conflict with LUMEN facilities. Please provide additional detailed location maps, drawings (PDF preferred), and description for further conflict review.

LUMEN Local/National has facilities within your proposed construction zone, but it has been determined that no relocation will be necessary. However, due to the proximity of your project to our facilities, a LUMEN representative will be required on-site when construction begins.

Please contact your [State One Call](#) prior to construction service (click link for state specific requirements).

Any changes or additions to the project plans or parameters should be submitted to [Network Relocations](#) for review of potential new impacts to the LUMEN facilities. **Note:** the location(s) of facilities shown on these drawings you receive from us, are only approximate. LUMEN hereby disclaims any responsibility for the accuracy of this information. Please

contact [Network Relocations](#) regarding the above mentioned project if you should have any questions. Please reference the file number **P-252778 FL** with any future communications.

Thank you for your cooperation!

Heather Blackburn

Business Analyst - Relocations
Tulsa, OK
heather.blackburn@lumen.com

****We have combined!!** To better serve everyone, there is now a single email inbox for LUMEN. One team is monitoring both national and local network relocations & road moves. Please add relocations@lumen.com to your contacts list for inquiries, updates, and use it for all future notifications.**

From: Guinoo, Nicole <Nicole.Guinoo@kimley-horn.com>
Sent: Monday, March 28, 2022 7:45 AM
To: Blackburn, Heather <Heather.Blackburn@lumen.com>
Cc: Sargent, Liam <Liam.Sargent@kimley-horn.com>
Subject: Sunshine 811 Design ticket No. 062200782 | Letter of No Objection Request

Good Morning,

Please find attached a letter of No Objection request for Sunshine 811 Ticket Number: 062200782-000

We are hereby requesting a Letter of No Objection for two simultaneous utility easement abandonment requests detailed within the letter. Both requests, one for the City of Deerfield Beach and one for Broward County, require a signed letter of no objection from the affected utility providers. They are located on the same site.

Vista Clara Apartments consists of multiple properties, located at 414, 430, 454, & 480 NE 1st Avenue, 240 NE 5th Street, 412,424,430,446,450& 458 N River Drive, and 409 N River Avenue. See attached survey for the legal description and folio numbers.

Thank you for your response.



Nicole Guinoo

Kimley-Horn | 1615 South Congress Avenue, Suite 201

Delray Beach, FL 33445

Direct: (561) 484-5260

Connect with us: [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#)

[Celebrating 14 years as one of FORTUNE's 100 Best Companies to Work For!](#)

This communication is the property of Lumen Technologies and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

This communication is the property of Lumen Technologies and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.



Date: June 22, 2022

Liam Sargent

Kimley-Horn

1615 South Congress Avenue, Suite 201

Delray Beach, FL 33445

Re: Letter of No Objection - Easements Vacation

VISTA CLARA APARTMENTS

DEERFIELD DEVELOPMENT RESOURCES, LL

Dear Mr. Sargent:

Please let this letter serve as a notification that the City of Deerfield Beach has no objection to the proposed vacation of certain Utility and Roadway Maintenance Easements of record and portions thereof, selected for vacation and for the removal of existing City of Deerfield Beach infrastructure **(Exhibit A)** contained within said easements and confined to the development property limits as described on the attached Boundary and Topographic Survey dated 1-3-2022 **(Exhibit B)**.

Should you have any questions please call me at (954) 422-5820.

Sincerely,

Alfonso Orellana, CFM

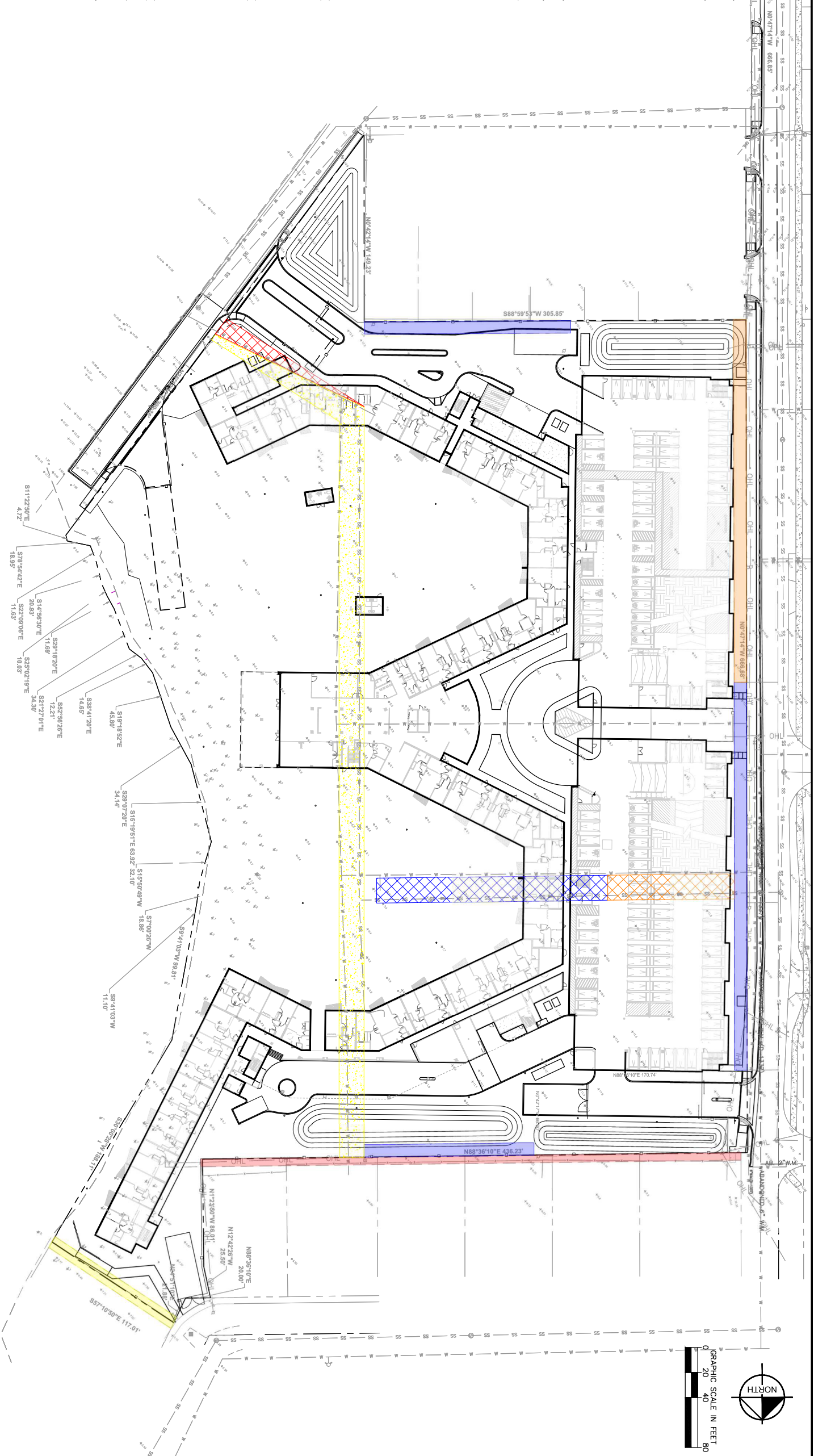
Plans Review Engineer

City of Deerfield Beach, FL

Environmental Services

- EXISTING EASEMENTS TO REMAIN
- 10' UTILITY EASEMENT PLAT BOOK 150 PAGE 26
 - UTILITY EASEMENT PLAT BOOK 160 PAGE 23
 - 6' UTILITY EASEMENT PLAT BOOK 59 PAGE 34
 - 10' DRAINAGE EASEMENT PLAT BOOK 59 PAGE 34

- EXISTING EASEMENTS TO BE ABANDONED
- ① 20' WIDE UTILITY EASEMENT OR# 7684 PAGE 155
 - ② 20' WIDE UTILITY EASEMENT OR# 7684 PAGE 156
 - ③ 15' WIDE ROAD AND MAINTENANCE EASEMENT OR# 5631 PAGE 855



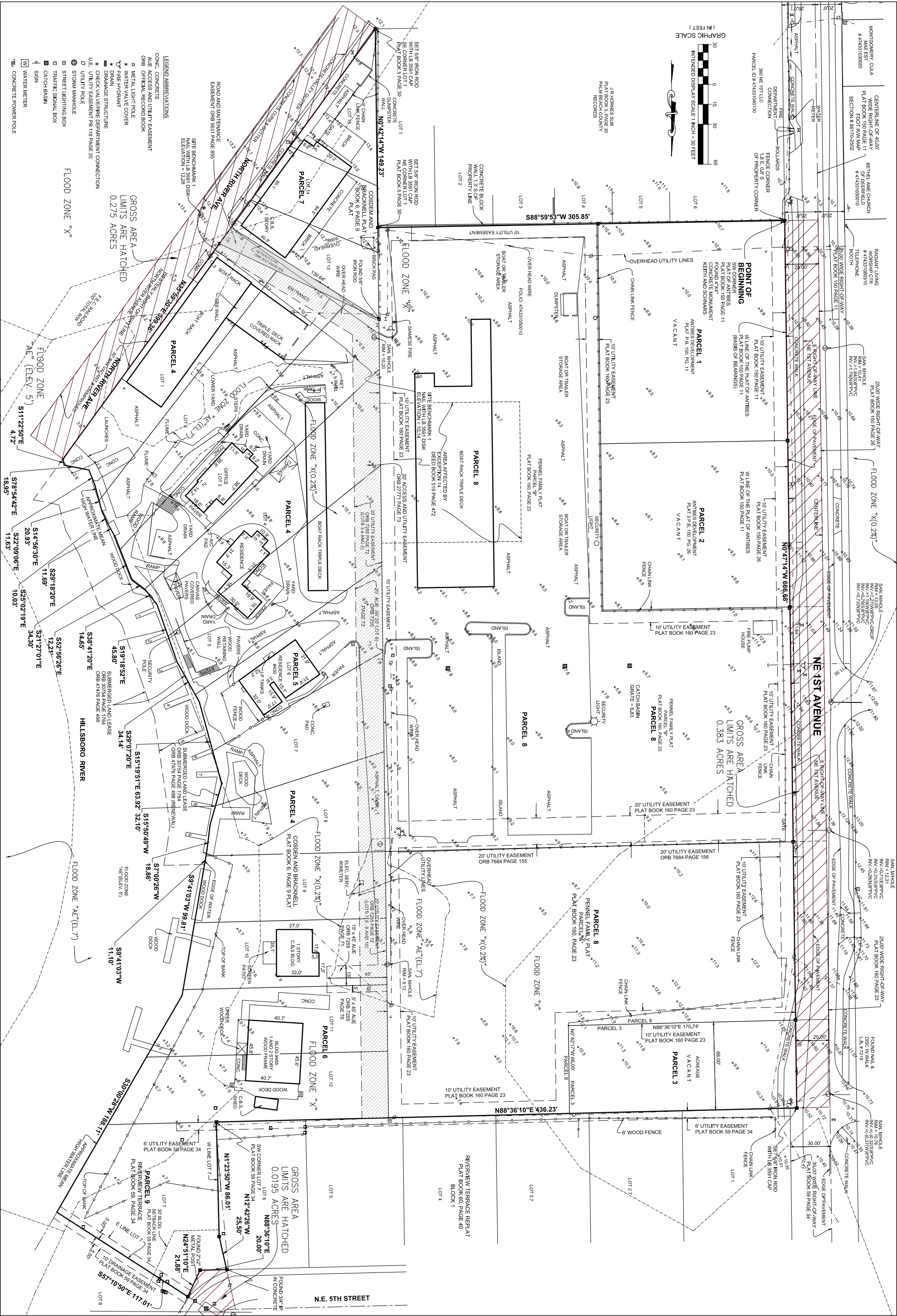
VERTICAL DATUM
ELEVATIONS SHOWN HEREON ARE BASED ON THE
NORTH AMERICAN VERTICAL DATUM OF 1988.
NAVD '88 ELEV. + 1.57' = NGVD '29 ELEVATION

THE PRESENCE OF GROUNDWATER SHOULD BE
ANTICIPATED. CONTRACTOR'S BID SHALL
INCLUDE CONSIDERATION FOR ADDRESSING THIS
ISSUE AND OBTAINING ALL NECESSARY PERMITS.

EXHIBIT A

CALL 2 WORKING DAYS
BEFORE YOU DIG
IT'S THE LAW!
DIAL 811
Know what's below.
Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

SHEET NUMBER EX	VISTA CLARA PREPARED FOR DEERFIELD DEVELOPMENT RESOURCES, LLC DEERFIELD BEACH FL	CITY ABANDONMENT EXHIBIT	KHA PROJECT 140403001 DATE OCT. 2019 SCALE AS SHOWN DESIGNED BY JDH DRAWN BY JRB CHECKED BY JDH	Kimley»Horn © 2019 KIMLEY-HORN AND ASSOCIATES, INC. 1615 S CONGRESS AVE, SUITE 201, DELRAY BEACH, FL 33445 PHONE: 561-330-2345 FAX: 561-863-8175 WWW.KIMLEY-HORN.COM CA 00000696	REVISIONS		DATE	BY
					No.			





Apr 19,2022

Please consider this as Comcast Cable Communications No Conflict letter. We do not foresee any conflict on proposed marked plans @ the location of (**Design ticket No. 062200782**). Please contact me at Daniel_Tiburcio2@Comcast.com if you have any questions or concerns.

Thank you,

Daniel Tiburcio

Daniel Tiburcio

Construction Spec1 2

3960 RCA Blvd ste 6002,

Palm Beach Gardens, FL 33410

Office 561-815-6659



Florida Power & Light Company

June 14, 2022

Deerfield Development Resources, LLC
1769 NE 33rd Street
Pompano Beach, FL 33064

ATTN: Christopher Partridge

RE: No Objection to Release of Utility Easements:

5' WIDE UTILITY EASEMENT ORB 7255 PAGE 70
15' WIDE UTILITY EASEMENT ORB 7255 PAGE 71
20' WIDE UTILITY EASEMENT ORB 7255 PAGE 72
20' WIDE UTILITY EASEMENT ORB 7255 PAGE 73
INGRESS AND UTILITY EASEMENT ORB 27771 PAGE 73
6' WIDE UTILITY EASEMENT ORB 59 PAGE 34
UTILITY EASEMENT PLAT BOOK 160 PAGE 23
20' WIDE UTILITY EASEMENT ORB 7684 PAGE 155
20' WIDE UTILITY EASEMENT ORB 7684 PAGE 156
15' WIDE ROAD AND MAINTENANCE EASEMENT ORB 5631 PAGE 855

FPL has no objection to the abandonment of above reference utility easement lying Vista Clara Property and illustrated on attached Exhibit "A" and Exhibit "B" showing location of utility easements to be abandoned.

If you require any further information or assistance, please do not hesitate to contact me at (954) 956-2029.

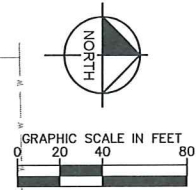
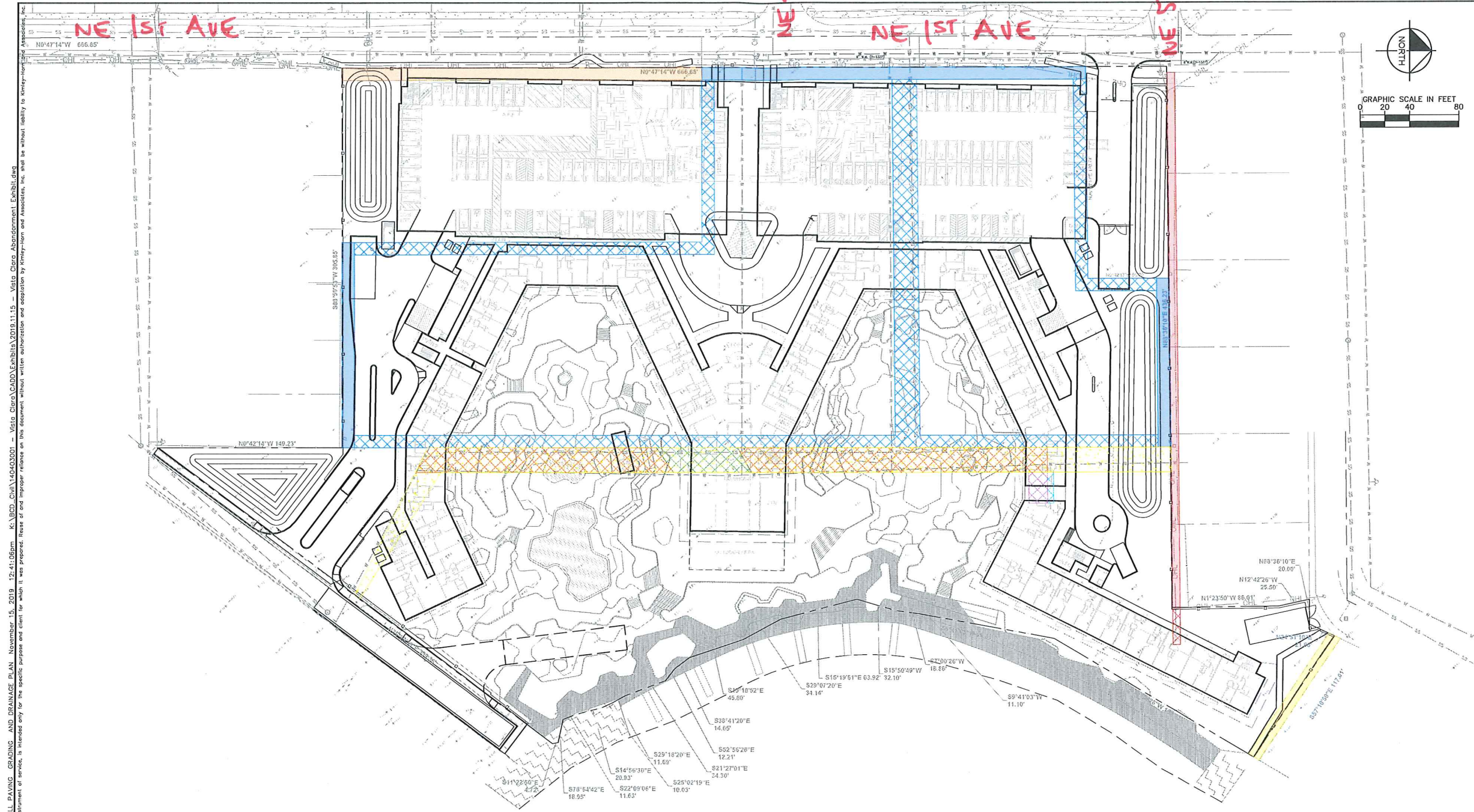
Sincerely,



James Lockett
Engineering Lead

Attachment

Plotted By: Neo, NHI - Sheet Set: VISTA CLARA - Layout: C5.00 OVERALL PAVING, GRADING, AND DRAINAGE PLAN - November 15, 2019 12:41:06pm - K:\BCD_Civil\140403001 - Vista Clara\CAADD\Exhibits\2018.11.15 - Vista Clara Abandonment Exhibit.dwg
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and imprecise reliance on this document without written authorization and adoption by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



EXISTING EASEMENTS TO REMAIN

- 10' UTILITY EASEMENT PLAT BOOK 150 PAGE 26
- UTILITY EASEMENT PLAT BOOK 160 PAGE 23
- 6' UTILITY EASEMENT PLAT BOOK 59 PAGE 34
- 10' DRAINAGE EASEMENT PLAT BOOK 59 PAGE 34

EXISTING EASEMENTS TO BE ABANDONED

- 5' WIDE UTILITY EASEMENT ORB 7255 PAGE 70
- 15' WIDE UTILITY EASEMENT ORB 7255 PAGE 71
- 20' WIDE UTILITY EASEMENT ORB 7255 PAGE 72
- 20' WIDE UTILITY EASEMENT ORB 7255 PAGE 73
- INGRESS AND UTILITY EASEMENT ORB 27771 PAGE 73
- 6' UTILITY EASEMENT PLAT BOOK 59 PAGE 34
- UTILITY EASEMENT PLAT BOOK 160 PAGE 23

Exhibit "A"

VERTICAL DATUM
ELEVATIONS SHOWN HEREON ARE BASED ON THE
NORTH AMERICAN VERTICAL DATUM OF 1988.
NAVD '88 ELEV. + 1.57' = NGVD '29 ELEVATION

THE PRESENCE OF GROUNDWATER SHOULD BE
ANTICIPATED. CONTRACTOR'S BID SHALL
INCLUDE CONSIDERATION FOR ADDRESSING THIS
ISSUE AND OBTAINING ALL NECESSARY PERMITS.

CALL 2 WORKING DAYS
BEFORE YOU DIG

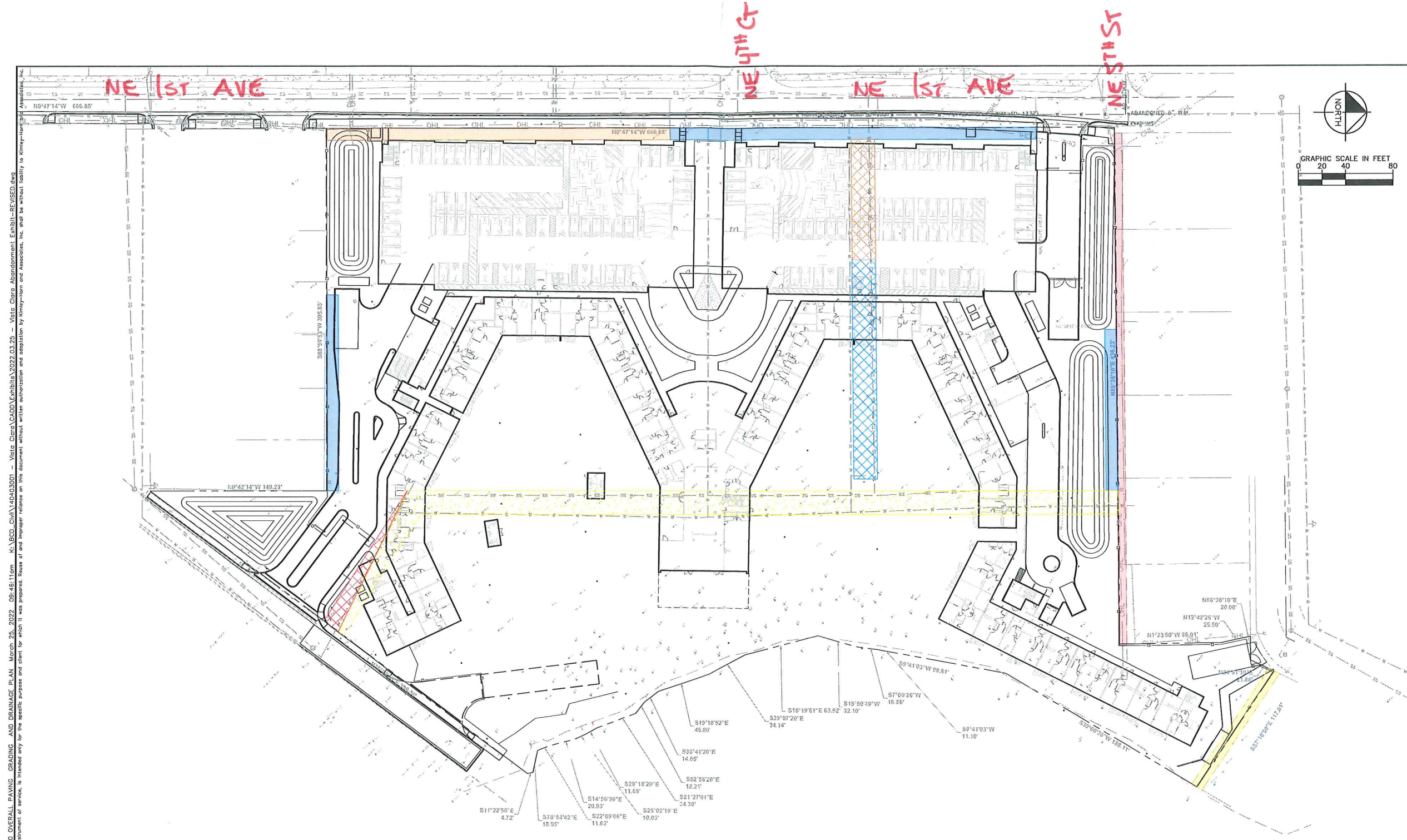
811

IT'S THE LAW!
DIAL 811

Know what's below.
Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

VISTA CLARA PREPARED FOR DEERFIELD DEVELOPMENT RESOURCES, LLC DEERFIELD BEACH, FL	ABANDONMENT EXHIBIT	KHA PROJECT 140403001 DATE OCT. 2019 SCALE AS SHOWN DESIGNED BY JCH DRAWN BY JRB CHECKED BY JCH	Kimley»Horn © 2019 KIMLEY-HORN AND ASSOCIATES, INC. 1615 S CONGRESS AVE. SUITE 201, DELRAY BEACH, FL 33445 PHONE: 561-330-2345 FAX: 561-963-8175 WWW.KIMLEY-HORN.COM CA 00000896	REVISIONS		DATE	BY
				No.			
SHEET NUMBER EX							



EXISTING EASEMENTS TO REMAIN

- 10' UTILITY EASEMENT PLAT BOOK 150 PAGE 26
- UTILITY EASEMENT PLAT BOOK 160 PAGE 23
- 6' UTILITY EASEMENT PLAT BOOK 59 PAGE 34
- 10' DRAINAGE EASEMENT PLAT BOOK 59 PAGE 34

EXISTING EASEMENTS TO BE ABANDONED

- 20' WIDE UTILITY EASEMENT ORB 7684 PAGE 155
- 20' WIDE UTILITY EASEMENT ORB 7684 PAGE 156
- 15' WIDE ROAD AND MAINTENANCE EASEMENT ORB 5631 PAGE 655

Exhibit "B"

VERTICAL DATUM
ELEVATIONS SHOWN HEREON ARE BASED ON THE
NORTH AMERICAN VERTICAL DATUM OF 1988.
NAVD '88 ELEV. + 1.57' = NGVD '29 ELEVATION

THE PRESENCE OF GROUNDWATER SHOULD BE
ANTICIPATED. CONTRACTOR'S BID SHALL
INCLUDE CONSIDERATION FOR ADDRESSING THIS
ISSUE AND OBTAINING ALL NECESSARY PERMITS.

CALL 2 WORKING DAYS
BEFORE YOU DIG

811

IT'S THE LAW!
DIAL 811

Know what's below.
Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

VISTA CLARA PREPARED FOR DEERFIELD DEVELOPMENT RESOURCES, LLC DEERFIELD BEACH FL	CITY ABANDONMENT EXHIBIT	KHA PROJECT 140403001 DATE OCT. 2019 SCALE AS SHOWN DESIGNED BY JDH DRAWN BY JRB CHECKED BY	Kimley»Horn © 2019 KIMLEY-HORN AND ASSOCIATES, INC. 1615 S CONGRESS AVE., SUITE 201, DELRAY BEACH, FL 33445 PHONE: 561-330-2345 FAX: 561-863-8175 WWW.KIMLEY-HORN.COM CA 0000696	No.	REVISIONS	DATE	BY

Plotted By: Moronco, Michon
Sheet Set: VISTA CLARA - LAYOUTS: 05.00 OVERALL PAVING, GRADING AND DRAINAGE PLAN, March 25, 2022, 09:46:11am
K:\BCD_CWA\40403001 - Vista Clara Abandonment Exhibit - REVISED.dwg
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



9250 W Flagler Street
Miami, FL 33174

April 5, 2022

Broward County Planning and
Development Management Division
1 N. University Drive, Suite 102A
Plantation, Florida 33324

Request for No Objection Letter
Vista Clara Apartments Easement Abandonment
414, 430, 454 & 480 NE 1st Avenue, 240 NE 5th Street,
412, 424, 430, 446, 450 & 458 N River Drive,
409 N River Avenue
Deerfield Beach, FL

To Whom It May Concern:

Based on the information provided by Kimley-Horn, copies of which I have enclosed, there appears to be no Crown Castle Fiber facilities within the specific limits of the above-referenced locations at the Vista Clara Apartment parcels in Deerfield Beach.

As such, Crown Castle Fiber, LLC has no objection to the abandonment of the utility easements referenced. If the information provided is erroneous in any way, please notify us immediately and consider this letter of no objection rescinded.

Sincerely,
Danny Haskett

Operations Manager



March 28nd, 2022

City of Deerfield Beach

Re: Vista Clara Apartments consists of multiple properties, located at 414, 430, 454, & 480 NE 1st Avenue, 240 NE 5th Street, 412,424,430,446,450& 458 N River Drive, and 409 N River Avenue

To whom concern:

On behalf of Hotwire Communications this letter shall serve as a notice of "no objection" to the Following:

- a. Two (2) 20' Utility Easements, ORB 7684 PG 155 and ORB 7684 PG 156 that are granted to the City of Deerfield Beach. A previous abandonment request for the overlying platted easement, PB 160 PG 23, was approved by the City but did not considered the overlayed, older easements described above. The applicant is requesting a letter of no objection to the release of these two easements, aligned with the prior approved release of the overlying Platted easement.
- b. One (1) Road and Maintenance Easement ORB 5631 PG 855 which is no longer of use to the proposed development on site.

If you have any questions, please contact me at (954) 248-7396 or via email at walter.sancho-davila@hotwirecommunication.com

Sincerely,

Walter Sancho-Davila

Walter Sancho-Davila
Project Manager - OSP Engineering

From: [Guinoo, Nicole](#)
To: [Sargent, Liam](#)
Subject: FW: Investigations Ticket#4330-2022 URGENT: Sunshine 811 Design ticket No. 062200782 | Letter of No Objection Request
Date: Tuesday, April 5, 2022 11:08:30 AM

From: Travis Van Wyk <TWyk@asginc.us>
Sent: Tuesday, April 5, 2022 11:06 AM
To: Guinoo, Nicole <Nicole.Guinoo@kimley-horn.com>
Subject: Investigations Ticket#4330-2022 URGENT: Sunshine 811 Design ticket No. 062200782 | Letter of No Objection Request

Hello, Nicole

Investigations Ticket#4330-2022

Verizon business (MCI) has no facilities in the project area.

Call Before You Dig!

Regards,

Travis Van Wyk
GIS Technician I

ASG

3301 Matrix Drive Suite 100
Richardson, TX 75082

Plan, Design, Build, Service.

From: Guinoo, Nicole <Nicole.Guinoo@kimley-horn.com>
Sent: Tuesday, April 5, 2022 9:52 AM
To: Travis Van Wyk <TWyk@asginc.us>
Cc: Sargent, Liam <Liam.Sargent@kimley-horn.com>
Subject: URGENT: Sunshine 811 Design ticket No. 062200782 | Letter of No Objection Request

Hi Travis,

I wanted to follow up on the information requested for the projects below. We need this ASAP.
Let us know if you have any questions.

Thank you.



Nicole Guinoo

Kimley-Horn | 1615 South Congress Avenue, Suite 201

Delray Beach, FL 33445

Direct: (561) 484-5260

Connect with us: [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#)

[Celebrating 14 years as one of FORTUNE's 100 Best Companies to Work For!](#)

From: Guinoo, Nicole

Sent: Monday, March 28, 2022 8:43 AM

To: Travis Van Wyk <TWyk@asginc.us>

Cc: Sargent, Liam <Liam.Sargent@kimley-horn.com>

Subject: Sunshine 811 Design ticket No. 062200782 | Letter of No Objection Request

Good Morning,

Please find attached a letter of No Objection request for Sunshine 811 Ticket Number: 062200782-000

We are hereby requesting a Letter of No Objection for two simultaneous utility easement abandonment requests detailed within the letter. Both requests, one for the City of Deerfield Beach and one for Broward County, require a signed letter of no objection from the affected utility providers. They are located on the same site.

Vista Clara Apartments consists of multiple properties, located at 414, 430, 454, & 480 NE 1st Avenue, 240 NE 5th Street, 412,424,430,446,450& 458 N River Drive, and 409 N River Avenue. See attached survey for the legal description and folio numbers.

Thank you for your response.



Nicole Guinoo

Kimley-Horn | 1615 South Congress Avenue, Suite 201

Delray Beach, FL 33445

Direct: (561) 484-5260

Connect with us: [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#)

[Celebrating 14 years as one of FORTUNE's 100 Best Companies to Work For!](#)

--	--	--	--

www.asginc.us

'This message (including any attachments) may contain confidential, proprietary, privileged and/or private information and is intended to be for the use of the intended recipient. If you are not the intended recipient of this message, please notify the sender immediately, and delete the message and any attachments. Any disclosure, reproduction, distribution or other use of this message or any attachments by an individual or entity other than the intended recipient is prohibited.'; and fall back to action Ignore if the disclaimer can't be inserted.

From: [Guinoo, Nicole](#)
To: [Sargent, Liam](#)
Subject: FW: Sunshine 811 Design ticket No. 062200782 | Letter of No Objection Request
Date: Wednesday, April 13, 2022 8:50:25 AM
Attachments: [image002.png](#)
[2022.03.25 - Vista Clara Abandonment Broward County Exhibit.pdf](#)
[2022.03.25 - Vista Clara Abandonment City Exhibit.pdf](#)
[Sunshine 811 Ticket.pdf](#)
[Survey.pdf](#)
[Sprint Letter of No Objection Base.doc](#)
[image004.png](#)

From: Klinkenberg, Mark E [CB Richard Ellis Contractor for Sprint] <Mark.Klinkenberg@t-mobile.com>
Sent: Wednesday, April 13, 2022 8:46 AM
To: Guinoo, Nicole <Nicole.Guinoo@kimley-horn.com>
Cc: Baker, Jon <Jon.Baker@t-mobile.com>
Subject: FW: Sunshine 811 Design ticket No. 062200782 | Letter of No Objection Request

You don't often get email from mark.klinkenberg@t-mobile.com. [Learn why this is important](#)

Nicole,

We have determined there is no conflict with SCCLP wireline with this notification and have no objections to the abandonment of easements. Please let me know if you need anything further.

Thank you,

Mark Klinkenberg

O: (913) 315-5209

M: (816) 309-5773 (Primary)

mark.klinkenberg@t-mobile.com



[T-Mobile.com](https://www.t-mobile.com) | Follow T-Mobile on [Twitter](#), [Facebook](#) and [Instagram](#)

From: Baker, Jon <Jon.Baker@t-mobile.com>
Sent: Tuesday, April 12, 2022 3:28 PM
To: Klinkenberg, Mark E [CB Richard Ellis Contractor for Sprint] <Mark.Klinkenberg@t-mobile.com>
Subject: Sunshine 811 Design ticket No. 062200782 | Letter of No Objection Request

Mark,

She is requesting a no objection letter from me but doesn't a no objection letter need to come from CBRE.

Jon Baker

OSP Network Engineer - East



Direct 321.280.9596 | Mobile 352.409.5095 | jon.baker@t-mobile.com
T-Mobile.com | Follow T-Mobile on [Twitter](#), [Facebook](#) and [Instagram](#)

From: Guinoo, Nicole <Nicole.Guinoo@kimley-horn.com>

Sent: Tuesday, April 5, 2022 10:51 AM

To: Jon.Baker@sprint.com

Cc: Sargent, Liam <Liam.Sargent@kimley-horn.com>

Subject: URGENT: Sunshine 811 Design ticket No. 062200782 | Letter of No Objection Request

Notice: This message was sent to your Sprint.com email address. Please notify the sender to begin using your T-Mobile.com email address.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Jon,

I wanted to follow up on the information requested for the projects below. We need this ASAP.
Let us know if you have any questions.

Thank you.



Nicole Guinoo

Kimley-Horn | 1615 South Congress Avenue, Suite 201

Delray Beach, FL 33445

Direct: (561) 484-5260

Connect with us: [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#)

[Celebrating 14 years as one of FORTUNE's 100 Best Companies to Work For!](#)

From: Guinoo, Nicole

Sent: Monday, March 28, 2022 8:47 AM

To: Jon.Baker@sprint.com

Cc: Sargent, Liam <Liam.Sargent@kimley-horn.com>

Subject: Sunshine 811 Design ticket No. 062200782 | Letter of No Objection Request

Good Morning,

Please find attached a letter of No Objection request for Sunshine 811 Ticket Number: 062200782-000

We are hereby requesting a Letter of No Objection for two simultaneous utility easement abandonment requests detailed within the letter. Both requests, one for the City of Deerfield Beach and one for Broward County, require a signed letter of no objection from the affected utility

providers. They are located on the same site.

Vista Clara Apartments consists of multiple properties, located at 414, 430, 454, & 480 NE 1st Avenue, 240 NE 5th Street, 412,424,430,446,450& 458 N River Drive, and 409 N River Avenue. See attached survey for the legal description and folio numbers.

Thank you for your response.



Nicole Guinoo

Kimley-Horn | 1615 South Congress Avenue, Suite 201
Delray Beach, FL 33445

Direct: (561) 484-5260

Connect with us: [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#)

[Celebrating 14 years as one of FORTUNE's 100 Best Companies to Work For!](#)



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1811

Agenda Date: 4/25/2023

Status: PUBLIC HEARINGS -
SECOND READING

In Control: City Commission

Title

P.H. 2023-064: ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY OF DEERFIELD BEACH LAND USE PLAN MAP DESIGNATION ON THREE PARCELS TOTALING APPROXIMATELY 16.5 ACRES LOCATED AT 600 & 700 W. HILLSBORO BLVD. FROM COMMERCIAL TO MEDIUM-HIGH (25) MIXED USE-RESIDENTIAL (21.82 DWELLING UNITS/ACRE) (LUPA #65A); PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN ACCORDINGLY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. (First Reading - July 20, 2021)

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The applicant, G&C Hillsboro Investors, LLC, is seeking approval for a small scale Land Use Plan Amendment (LUPA) to change the City of Deerfield Beach Future Land Use designation on three (3) parcels totaling 16.5 gross acres from Commercial to Medium-High (25) Mixed Use-Residential (21.82 du/ac).

The subject properties are currently utilized as office. The LUPA application identifies the intent of rezoning to the Planned Development District (PDD) and redeveloping the site with 360 multi-family residential dwelling units and approximately 239,672 square feet of office/retail use (existing and proposed). A conceptual site plan is included with the application for information purposes.

The LUPA analysis submitted by the applicant demonstrates compliance with the requirements of the Future Land Use Element, proposing 21.82 dwelling units per acre (total of 360 multi-family units) and a maximum of 239,672 square feet of office use, for a combined residential and nonresidential FAR of 1.1. The residential and nonresidential uses are proposed to be approximately 35.2 and 19.7 percent of the total site area (net), respectively, in compliance with the proposed Future Land Use Element limitations. The residential building is proposed on the conceptual plan as eight (8) stories with an adjacent 7.5 level parking garage for the portion of property along Hillsboro Boulevard. The conceptual plan also demonstrates a total of four (4) existing and proposed office buildings and garage (existing).

Separate rezoning and site plan applications have been submitted for development of the property, however these are still in the staff review process and not yet ready to come before the City Commission for consideration.

The Planning and Zoning Division is unaware of any historical significance of the property or prior historical activities associated with the site.

Review History

On June 3, 2021, the Planning and Zoning Board recommended approval of the application with the recommended conditions below.

On July 20, 2021, the City Commission approved the transmittal of LUPA #65A to the State and reviewing agencies (1st reading).

During the state agency review phase, the South Florida Water Management District (SFWMD) did not offer formal comments. However, the agency did provide technical guidance advising the City is required to update its Water Supply Facilities Work Plan (Work Plan). This was amended in conformance with the update to the Comprehensive Plan approved by the City Commission on December 6, 2022 and is therefore addressed.

No other state agencies issued any comments on the proposed amendment.

On December 2, 2021, Broward County Planning Council voted to recommend approval of the land use plan amendment to the Broward County Commission.

On February 8, 2022, the Broward County Commission adopted the corresponding amendment to the Broward County Land Use Plan.

Please note that the State of Florida amended the minimum size requirement of a large scale amendment from 10 acres to 50 acres between this first reading and the 2nd reading. Any back up information submitted by the applicant at the initial submittal which references a large scale amendment has remained.

This item is now being brought forward to the City Commission for adoption.

Recommendation

Should the City Commission decide to adopt LUPA #65A, it is recommended that the following conditions be included in the approval:

1. Prior to issuance of the first residential building permit, the applicant shall pay the City five hundred dollars (\$500) per dwelling unit for the maximum allowable 360 dwelling units on the property per the 21.82 dwelling unit per acre land use limitation, in the total amount of \$180,000.00, to be used by the City towards the City's affordable housing program.
2. As required under *Section 98-68 PDD - Planned Development District* of the Land Development Code, public benefits are required to be provided by the applicant as part of the rezoning application.
3. Prior to issuance of the first building permit for a principal building, or redevelopment of an existing building, whichever occurs first, the applicant shall pay a fair share contribution towards planned upgrades to the Oveta McKeithen Recreation Complex. The amount of the fair share contribution shall be included in the required Development Agreement as part of the rezoning application.
4. Prior to or along with the initial submittal of the rezoning Development Agreement, the applicant shall provide for roadway / traffic public benefits, which may include: traffic improvements at both the Hillsboro Blvd / Natura Blvd and SW 10th St / Natura Blvd intersections; and roadway, sidewalk and drainage upgrades for the section of Natura Blvd from the northern to southern extents of the property lines, generally consistent with the draft typical section attached.

ORDINANCE NO. 2023/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY OF DEERFIELD BEACH LAND USE PLAN MAP DESIGNATION ON THREE PARCELS TOTALING APPROXIMATELY 16.5 ACRES LOCATED AT 600 & 700 W. HILLSBORO BLVD. FROM COMMERCIAL TO MEDIUM-HIGH (25) MIXED USE-RESIDENTIAL (21.82 DWELLING UNITS/ACRE) (LUPA #65A); PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN ACCORDINGLY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach received Small Scale Land Use Plan Amendment Application #65A (the “LUPA Application”) from G&C Hillsboro Investors, LLC (the “Applicant”) to amend the City’s Future Land Use Plan map designation of +-16.5 gross acres from Commercial to Medium-High (25) Mixed-Use Residential (21.82 Dwelling Units/Acre) for the 3 parcels located at 600 & 700 W. Hillsboro Blvd., and more particularly described in the file (collectively, the “Property”); and

WHEREAS, pursuant to state law, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, held a duly noticed public hearing to review the LUPA Application for the Property, and voted to recommend approval of the LUPA Application; and

WHEREAS, pursuant to Florida Statutes, City staff has conducted the necessary planning review required for amendments to the Land Use Plan and the City Commission has conducted the required duly advertised public hearing; and

WHEREAS, the City Commission, after review of the recommendations of the Director of Planning and Development Services, the Local Planning Agency, comments made at a public hearing, and careful consideration of the issues, finds that there is sufficient data, analysis and support for the LUPA Application and finds that the proposed Land Use Plan Amendment is consistent with the goals, objectives and policies of the Future Land Use Element and the Comprehensive Plan and is compatible with surrounding development.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above “Whereas” clauses are true and correct and are made a part of this Ordinance.

Section 2. The City of Deerfield Beach hereby approves the LUPA Application for the Property and hereby amends the Future Land Use Map designation of +-16.5 gross acres from Commercial to Medium-High (25) Mixed-Use Residential (21.82 Dwelling Units/Acre) for the 3 parcels located at 600 & 700 W. Hillsboro Blvd. (the “LUPA Amendment”), subject to compliance with the following conditions, all of which shall be satisfied by the Applicant:

- Prior to issuance of the first residential building permit, the Applicant shall pay the City five hundred dollars (\$500) per dwelling unit for the maximum allowable 360 dwelling units on the property per the 21.82 dwelling unit per acre land use limitation, in the total amount of \$180,000.00, to be used by the City towards the City's affordable housing program. Should Broward County determine a different affordable housing requirement is necessary during the companion Broward County Land Use Plan Amendment process, the above condition may be modified prior to adoption of the City Land Use Plan Amendment, however the City prefers that any such modification by the County shall be related to the contribution to the City's affordable housing program.
- As required under Section 98-68 PDD - Planned Development District of the City's Land Development Code, public benefits are required to be provided by the applicant as part of the PDD rezoning application.
- Prior to issuance of the first building permit for a principal building, or redevelopment of an existing building, whichever occurs first, the applicant shall pay a fair share contribution towards planned upgrades to the Oveta McKeithen Recreation Complex. The amount of the fair share contribution shall be included in the required Development Agreement as part of the rezoning application.
- Prior to or along with the initial submittal of the Development Agreement required for rezoning to PDD, the applicant shall provide for roadway/traffic public benefits, which may include: traffic improvements at both the Hillsboro Blvd/Natura Blvd and SW 10th St /Natura Blvd. intersections; and roadway, sidewalk and drainage upgrades for the section of Natura Blvd. from the northern to southern extents of the property lines, generally consistent with the draft typical section.

Section 3. The LUPA Amendment shall be effective upon certification by the Broward County Planning Council, at which time the Future Land Use Plan of the City of Deerfield Beach shall be revised accordingly.

Section 4. All sections or parts of the City Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

Section 5. If any word, phrase, clause, sentence, or section of this Ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

Section 6. This Ordinance shall take effective immediately upon adoption on Second Reading.

PASSED AND ADOPTED ON FIRST READING THIS ____ DAY OF _____, 2021.

PASSED AND ADOPTED ON SECOND READING THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



PUBLIC HEARING NOTICE

April 14, 2023

Dear Property Owner:

This is to notify you that the CITY COMMISSION of the City of Deerfield Beach, a municipal corporation of Florida, shall hear an application for:

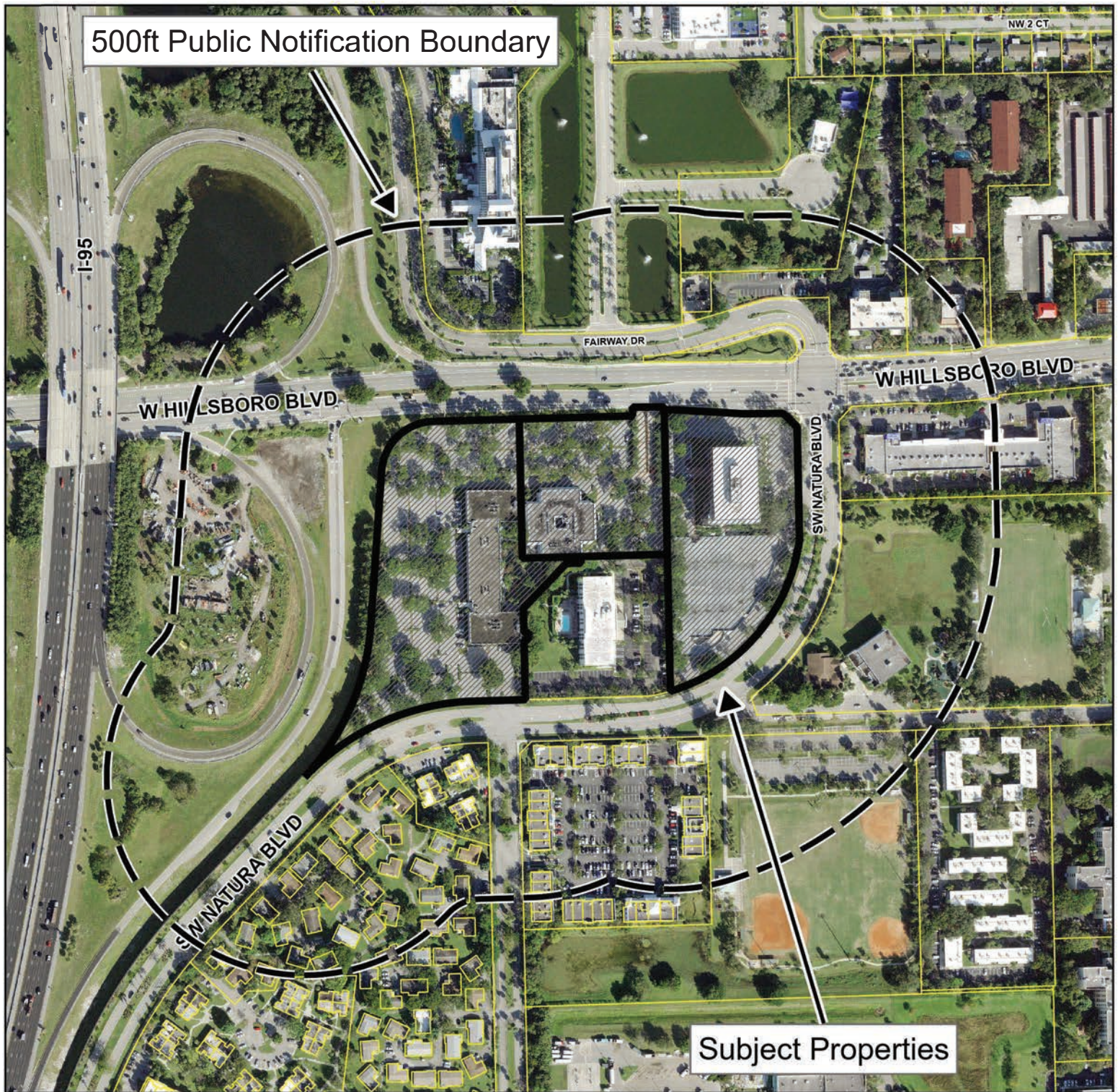
P.H. 2023-064: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY OF DEERFIELD BEACH LAND USE PLAN MAP DESIGNATION ON THREE PARCELS TOTALING APPROXIMATELY 16.5 ACRES LOCATED AT 600 & 700 W. HILLSBORO BLVD. FROM COMMERCIAL TO MEDIUM-HIGH (25) MIXED USE-RESIDENTIAL (21.82 DWELLING UNITS/ACRE) (LUPA #65A); PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN ACCORDINGLY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. (First Reading - July 20, 2021)

A public hearing will be held on **TUESDAY, APRIL 25 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

At said meeting interested persons may appear and be heard with respect to the public hearing. Any person who decides to appeal any decision made by the City Commission with respect to any matter considered at this hearing would need a record of the proceedings. And for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The above notice is required by State Law (FS 286.0105). **Any person desiring a verbatim transcript shall have the responsibility, at his own expense, to arrange for the presence at the hearing of a certified court reporter.** A full transcript of the proceedings will be needed to appeal any decision of the City Commission.

Any person requiring auxiliary aids and services at this hearing may contact the City Clerk's Office at (954) 480-4213 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

Heather Montemayor, CMC, City Clerk



Public Hearing Notice Map

Land Use Plan Amendment #65A

G&C Investors, LLC

600 & 700 W Hillsboro Blvd

For additional information
call the Planning Department at 954-480-4206 or
visit www.deerfield-beach.com/boardagendas

0 200 400
Feet





Development Review Committee

Summary Report

Development Plan Application Review

General Information

Application No.	LUPA #65A								
Applicant:	G&C Hillsboro Investors, LLC								
Agent:	Dennis Mele, Esq. of Greenspoon Marder, LLP								
Requested Action/Description:	Small Scale Land Use Plan Amendment to change the City of Deerfield Beach Future Land Use designation on three (3) parcels totaling 16.5 gross acres from Commercial to Medium-High (25) Mixed Use-Residential (21.82 du/ac).								
Location:	600 & 700 W. Hillsboro Boulevard								
Legal Description:	The property is generally described as a portion of Tract A, "Hillsboro-95 Office Park," according to the Plat thereof, as recorded in Plat Book 105, Page 30, of the Public Records of Broward County, Florida, together with Tract 1, "Crocker South," according to the Plat thereof, as recorded in Plat Book 122, Page 8, of the Public Records of Broward County, Florida, together with a portion of the South ½ of Government Lots 2 and 3, in the Southeast ¼ of the Northwest ¼ of Section 1, Township 48 South, Range 42 East								
Size:	+/- 16.5 gross acres (14 net acres)								
Existing Zoning:	B-2 (Highway Business)								
Existing Land Use:	Office								
Future Land Use Plan Designation:	Commercial								
Surrounding Land Use and Zoning:									
	<table><thead><tr><th><u>Existing Land Use</u></th><th><u>Zoning</u></th></tr></thead><tbody><tr><td>North: Hotel, Hillsboro Technology Center</td><td>B-2 (Highway Business)</td></tr><tr><td>South: Hotel, Single-Family, Office</td><td>B-2 (Highway Business)</td></tr><tr><td>West: Highway (I-95)</td><td>N/A</td></tr></tbody></table>	<u>Existing Land Use</u>	<u>Zoning</u>	North: Hotel, Hillsboro Technology Center	B-2 (Highway Business)	South: Hotel, Single-Family, Office	B-2 (Highway Business)	West: Highway (I-95)	N/A
<u>Existing Land Use</u>	<u>Zoning</u>								
North: Hotel, Hillsboro Technology Center	B-2 (Highway Business)								
South: Hotel, Single-Family, Office	B-2 (Highway Business)								
West: Highway (I-95)	N/A								

East: Commercial, Oveta McKeithen S (Open Space)
Recreational Complex B-1 (Business, Community)
PUD (Planned Unit Development)

Applicable Regulations: Deerfield Beach Comprehensive Plan

Plat Restrictions: Hillsboro-95 Office Park Plat is restricted to 9.308 acres Commercial use; Crocker South Plat is restricted to 186,000 square feet of Commercial / Office.

Department Comments & Requirements

REQUEST:

The applicant, G&C Hillsboro Investors, LLC, is seeking approval for a small scale Land Use Plan Amendment (LUPA) to change the City of Deerfield Beach Future Land Use designation on three (3) parcels totaling 16.5 gross acres from Commercial to Medium-High (25) Mixed Use-Residential (21.82 du/ac).

BACKGROUND:

The request is to amend the City's Future Land Use Map to change the designation of approximately 16.5 gross acres of land on the south side of Hillsboro Boulevard, between Interstate I-95 on the west and SW Natura Boulevard on the east. The parcels are zoned B-2 (Highway Business) and located within the Pioneer Grove Special Architectural District. The subject properties are currently utilized as office.

Pursuant to the Future Land Use Element of the Comprehensive Plan, the Medium-High Mixed Use – Residential designation permits up to 25 dwelling units per acre and a floor area ratio (FAR) of 2.0 for combined residential and nonresidential development. A minimum of two (2) uses are required for the development and a minimum percentage of 10 percent for any one use. Residential development is a required use. All uses which are permitted under the Residential, Commercial, Commercial Recreation, Community Facilities land use designations designation may be applied within the Mixed Use – Residential category, consistent with Planned Development District zoning.

The LUPA analysis submitted by the applicant demonstrates compliance with the requirements of the Future Land Use Element, proposing 21.82 dwelling units per acre (total of 360 multi-family units) and a maximum of 239,672 square feet of office use, for a combined residential and nonresidential FAR of 1.1. The residential and nonresidential uses are proposed to be approximately 35.2 and 19.7 percent of the total site area (net), respectively, in compliance with the proposed Future Land Use Element limitations.

A conceptual site plan is included with the application for information purposes, although submittal of a site plan application and staff review comments are not required at this stage. The residential building is proposed on the conceptual plan as eight (8) stories with an adjacent 7.5 level parking garage for the portion of property along Hillsboro Boulevard. The conceptual plan also demonstrates a total of four (4) existing and proposed office buildings and garage (existing).

As part of the requirements of the LUPA, the applicant is required to submit a traffic analysis for the change in land use, which is attached as Exhibit J. Additional traffic impact studies will be required as part of the rezoning and site plan as noted in the

comments. Additionally, the applicant has submitted an affordable housing analysis as Exhibit N of the application.

Separate applications for plat note amendment, rezoning and site plan approvals will be required, in addition to this Land Use Plan Amendment application, which will provide further details with respect to the design, layout and density of the proposed development of the parcel. The applicant will be required to demonstrate compliance with Future Land Use Element Section 2.6.1 *Permitted Uses in the Future Land Use Categories, Mixed Use – Residential*, subsection b. Design Guidelines at the time of rezoning and site plan submittal. Formal comment and review of the rezoning and site plan will be required upon submittal of the applications.

The Planning and Zoning Division is unaware of any historical significance of the property or prior historical activities associated with the site.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

The application has been reviewed by the Development Review Committee (Planning & Zoning, Environmental Services, Sustainable Management, Fire Rescue, Traffic). All of staff comments have been addressed. The application is considered to be in compliance with the Comprehensive Plan. Staff comments are attached to this report.

On June 3, 2021, the Planning and Zoning Board recommended approval of the application with the following conditions:

1. Prior to issuance of the first residential building permit, the applicant shall pay the City five hundred dollars (\$500) per dwelling unit for the maximum allowable 360 dwelling units on the property per the 21.82 dwelling unit per acre land use limitation, in the total amount of \$180,000.00, to be used by the City towards the City's affordable housing program.
2. As required under *Section 98-68 PDD - Planned Development District* of the Land Development Code, public benefits are required to be provided by the applicant as part of the rezoning application.
 - a. Prior to issuance of the first building permit for a principal building, or redevelopment of an existing building, whichever occurs first, the applicant shall pay a fair share contribution towards planned upgrades to the Oveta McKeithen Recreation Complex. The amount of the fair share contribution shall be included in the required Development Agreement as part of the rezoning application.
 - b. Prior to or along with the initial submittal of the rezoning Development Agreement, the applicant shall provide for roadway / traffic public benefits, which may include:
 - i. traffic improvements at both the Hillsboro Blvd / Natura Blvd and SW 10th St / Natura Blvd intersections; and,
 - ii. roadway, sidewalk and drainage upgrades for the section of Natura Blvd from the northern to southern extents of the property lines, generally consistent with the draft typical section attached.

On July 20, 2021, the City Commission approved the transmittal of LUPA #65A to the State and reviewing agencies (1st reading).

During the state agency review phase, the South Florida Water Management District (SFWMD) did not offer formal comments. However, the agency did provide technical guidance advising the City is required to update its Water Supply Facilities Work Plan (Work Plan). This was amended in conformance with the update to the Comprehensive Plan approved by the City Commission on December 6, 2022 and is therefore addressed.

No other state agencies issued any comments on the proposed amendment.

On December 2, 2021, Broward County Planning Council voted to recommend approval of the land use plan amendment to the Broward County Commission.

On February 8, 2022, the Broward County Commission adopted the corresponding amendment to the Broward County Land Use Plan.

Please note that the State of Florida amended the minimum size requirement of a large scale amendment from 10 acres to 50 acres between this items first reading and the 2nd reading. Any back up information submitted by the applicant at the initial submittal which references a large scale amendment has remained.

This item is now being brought forward to the City Commission for adoption.

STAFF SUMMARY:

Staff's review of application LUPA #65A has found that the proposed project is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan.

This report contains the requirements of the Deerfield Beach Development Review Committee members relative to this site development plan application. If there are any questions or issues regarding compliance with any of the requirements in this report, the respective department should be contacted directly.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Hillsboro Center LUPA	Application No.:	65A
Reviewer Name:	Tina Jou	Project Address:	600 & 700 W. Hillsboro Blvd.
Department/Division:	Planning & Zoning		
Position:	Principal Planner		
Date of Review:	5/17/2021		
Submittal No.:	4		

A. APPLICATION / GENERAL COMMENTS:

1.	Coordinate responses to ensure complete application package is resubmitted. Individual appendices will not be accepted. Include a comment response letter with the resubmittal and CD of all application documents.
1.a.	Comment acknowledged.
2.	The Project coordinator shall be the primary point of contact between the applicant and the City during the DRC process. The applicant shall not contact a City consultant without first contacting the project coordinator. Furthermore, the applicant must notify or copy via email any conversation or contact the applicant has with a separate division or department of the City.
2.a.	Comment acknowledged.
3.	Per Sec. 98-35, all applications proceeding to City Commission shall comply with requirements for remediation and public notice, including submittal of all required fees, documents, and labels for notice to property owners, on-site signage, and newspaper publishing. Applicants are only permitted to begin the public notification process upon determination by Planning & Zoning staff that the item has been scheduled for an upcoming public hearing. The Public Notice Checklist is attached and can be accessed at http://www.deerfield-beach.com/DocumentCenter/View/12586/Public-Notice-Checklist .
3.a.	Comment acknowledged.
4.	Cost recovery fees – pursuant to Chapter 98, Article VII of the Land Development Code, cost recovery fees will be payable by the Applicant for review of the proposed. A cost recovery account will need to be established with the City, with payment required prior to being scheduled for the first public hearing. This fee is payable to the City of Deerfield Beach. Should the City's consult fees exceed the deposit amount, additional fees may be payable by the Applicant. The amount of cost recovery fees required are: • Legal Review = \$7,500.00 • Traffic Review = \$1,680.00
4.a.	Comment partially addressed. Traffic and Legal Cost Recovery Fees above were

Development Plan Application Comments

	paid, plus the \$1000 resubmittal fee for traffic review. Cost Recovery Fees associated with Traffic Review of the resubmittal of the Methodology and review of the Traffic Impact Study = \$1,730.00. Submit check made payable to the City of Deerfield Beach.
4.b.	Comment addressed.
5.	This property is subject to Broward County transportation concurrency approval, based on the level of development intensity shown on the plat for this site. At this time, the applicant is advised to verify with Broward County whether an amendment to the restrictive note on the plat is required. Plat note amendments also require City approval pursuant to subsection 98-17 of the Land Development Code. The issuance of building permits may be delayed until such requirements are satisfied.
5.a.	Comment acknowledged.
6.	Provide confirmation from Broward County Planning and Development Management whether the properties will require replatting or plat note amendments to facilitate proposed redevelopment.
6.a.	Comment addressed. Applicant states that per Planning Council letter, unplatted portion of the property must be platted and the balance of the property would not need to be replatted for the development plan. Applicant acknowledges that a plat application for the unplatted portion must be submitted. The eastern portion of the property, platted as "Crocker South" is restricted to 125,000 square feet of office use. A plat note amendment is required to increase the amount of office use allowed per the plat. The western portion of the property known as "Hillsboro-95 Office Park" is restricted to nonresidential use. Applicant acknowledges that two separate plat note amendments will be required for referenced plats. Plat and Plat Note Applications must be submitted and reviewed by the City with the Site Plan Application.
7.	Provide confirmation from Broward County Planning Council that the proposed residential density is acceptable in the proposed County Commerce FLU designation.
7.a.	Comment addressed. Per the Planning Council the correct language to use for the LUPA proposed is "11 acres of Commerce within a Dashed-Line Area and 5.5 acres of Irregular (21.82) Residential within a Dashed-Line Area". Planning Council confirms this is consistent with the City's Medium-High (25) Mixed Use – Residential. Applicant states that the Commerce designation to only the area where office is proposed.
8.	City Attorney comment is pending further staff review and comment.
8.a.	Comment acknowledged. City Attorney pending review.
	NEW COMMENT 3/30/2021
9.	The second submittal of the conceptual plans include sheets that are not required and too detailed for the review of the LUPA. Omit the conceptual site plan exhibit sheets upon resubmittal or mark as "information only" under separate cover. Refer to comments below for the master conceptual plan sheets and site data table.
9.a.	Comment addressed.
10	Plan sheets were not signed and sealed.
10.a.	Comment partially addressed. Electronic and 11x17 sets included in LUPA report isn't signed and sealed. Also, all exhibits must have consistent Exhibit title pages. For example, the master plan does not have an exhibit title page.

Development Plan Application Comments

10.b.	Comment addressed.
11.	Community Meeting - Prior to being scheduled for a public hearing, the Applicant is required to hold its own meeting with the surrounding community to explain the proposed project and seek feedback. At a minimum, the applicant must invite all properties within 500 feet of the subject site.
11.a.	Applicant advised a community meeting was held on April 12, 2021 with property owners notified within 500 feet of the subject site. Applicant advised there was one person in attendance and no objections raised during the meeting.

B.

SURVEY:	
1.	Exhibit A Survey of Subject Property is not provided as Exhibit with report. Submit a legible survey as Exhibit complying with Code requirements below.
1.a.	Comment addressed. Survey submitted as 11x17 set.
2.	Per Section 98-13(8)(b)(1) Total gross and net area of all properties shall be provided for each property separately and combined. Ensure total area provided on survey is consistent area provided throughout the report.
2.a.	Comment addressed. Per Survey total acreage for all parcels are 14 net acres and 16.5 gross acres.
3.	Per Section 98-13(8)(b)(2) Show existing natural features, including trees and other vegetation and soils (unless provided as a separate page), etc.
3.a.	Comment addressed.

C.

CONCEPTUAL SITE PLAN:	
1.	Submit larger page size of Exhibit O Conceptual Site Plan within report as it is difficult to read in 8.5x11 page format. Submit a basic conceptual plan demonstrating overall site layout with setbacks, breakdown of total area for each existing and proposed use, lot coverage, floor area ratio (based on net area), and maximum height (feet). Provide a table listing each existing/proposed use, percentage of use, and square footage of use. Provide separate 24x36 size conceptual plan as well.
1.a.	Comment partially addressed. Hard copy provided; however, the following comments are related to resubmittal. Ensure sheets are bound upon resubmittal.
1.b.	Comment addressed.
2.	The area designated as parking garage in gray color is too similar to the areas designated "Future Plaza Under Separate Approval" and "Existing Hotel Not Included" also in gray. Proposed sidewalks and public plaza appear to be very similar in color as well. Revise colors to ensure clarity in hard copy and electronic formats.
2.a.	Comment addressed.
3.	The master conceptual plan and site data table must list each existing and proposed uses, and square footage of each use calculated separately and together in square feet and percentage. Remove parking calculations from table, PDD rezoning information, and other calculations that are not applicable to the LUPA. Demonstrate how the proposed scope and calculations comply with the requirements of the proposed land use designation, FAR, and percentage of uses as provided in the Future Land Use Element.
3.a.	Comment addressed.

Development Plan Application Comments

D.

ADDITIONAL COMMENTS (REPORT):	
1.	Revise notice requirements on Page 1 Section D, from “300 feet” to “500 feet” as required.
1.a.	Comment not addressed.
1.b.	Comment addressed.
2.	Ensure net and gross acreage provided within report are consistent with the survey.
2.a.	Comment addressed.
3.	Section 4. Existing and Proposed Uses: Revise proposed City Land Use to be consistent with specific land use designation as provided in Comprehensive Plan (i.e. High 50 Mixed Use-Residential, Medium-High 25 Mixed Use – Residential, etc.). Ensure report is revised throughout with the correct designation, including exhibits, tables and other references throughout the report. Demonstrate how the proposed redevelopment of the site will comply with the requirements of the land use designation (including breakdown of FAR). Application does not specify which mixed-use FLU category is being requested. Update Application and provide analysis as to how the proposed density and intensity comply with the thresholds for the requested land use
3.a.	Comment partially addressed. Proposed Future Land Use is Medium High 25 Mixed Use – Residential. See comments in Table C above concerning the data table. Provide explanation in report as to compliance in the same.
3.b.	Comment addressed.
4.	Provide evidence that the total residential density proposed is allowed to be allocated to the total acreage of the site vs. the plat that the residential component is proposed on.
4.a.	Comment addressed. Per Planning Council email, the total residential density proposed is allowed to be allocated to the total acreage of the site. Provided that the site plan and rezoning submitted to the City is for the entire project site proposed in the LUPA as opposed to separate site plans, the applicant may proceed with density as proposed.
5.	Section 4. Existing and Proposed Uses: County Land Use Designation Dashed Line Area (21.82) with Commerce. Provide evidence from Broward County that the proposed County Land Use of “Dashed Line Area (21.82) with Commerce” is consistent with a proposed City Land Use.
5.a.	Comment addressed. Per Planning Council, the correct language to use for the LUPA proposed is “11 acres of Commerce within a Dashed-Line Area and 5.5 acres of Irregular (21.82) Residential within a Dashed-Line Area”. Planning Council confirms this is consistent with the City’s Medium-High (25) Mixed Use – Residential.
6.	Section 4. E. The approximate square footage of the area is approximately 287,823 square feet of office and hotel which is greater than the square feet used in the analysis (165,000 square feet of general commercial). Applicant must verify the exact square footage of all existing buildings and provide analysis of all existing and proposed uses.
6.a.	Comment not addressed. Applicant must provide a table demonstrating the exact square footage of all existing and proposes uses/buildings with existing restrictions on the plat.

Development Plan Application Comments

6.b.	Comment addressed.
7.	Section 5.A. Potable Water Analysis: Provide correspondence from the City of Deerfield Beach Environmental Services Department showing that the analysis submitted in the application is accurate.
7.a.	Comment not addressed. Provide signed letter verifying above comment.
7.b.	Comment addressed.
8.	Section 5.B. Sanitary Sewer Analysis: Provide correspondence from the City of Deerfield Beach Environmental Services Department showing that the analysis submitted in the application is accurate.
8.a.	Comment not addressed. Provide signed letter verifying above comment.
8.b.	Comment addressed.
9.	Section 5.C. Solid Waste Analysis: Provide correspondence from the City of Deerfield Beach Sustainable Management Department and any other solid waste providers for this property showing that the analysis submitted in the application is accurate.
9.a.	Comment not addressed. Provide signed letter verifying above comment. Letter isn't signed.
9.b.	Comment addressed.
10.	Section 5.D. Drainage Analysis: Provide correspondence from the City of Deerfield Beach Environmental Services Department showing that the analysis submitted in the application is accurate.
10.a.	Comment not addressed. Provide signed letter verifying above comment.
10.b.	Comment addressed.
11.	Section 5.G. Mass Transit Analysis: Provide correspondence from Broward County Transit showing that the analysis submitted in the application is accurate.
11.a.	Comment addressed.
12.	Section 5. E. Recreation and Open Space Analysis. Update analysis based on current table, provided as attached. Ensure the table is added as Exhibit.
12.a.	Comment addressed.
13.	Section 5.F. Traffic Circulation Analysis: The data provided in this subsection will need to be substantiated by a methodology and traffic impact analysis submitted by the applicant. The reduction in daily trips do not appear to be consistent with the proposed change from commercial to mixed use residential land use as the traffic analysis must take into consideration the existing development of the site.
13.a.	Comment pending traffic consultant review.
13.b.	Comment pending traffic consultant review.
13.c.	Comment addressed. Traffic analysis concerning the above will be submitted at site plan/rezoning.
14.	Section 7 Affordable Housing: Provide further analysis/justification on how the project relates to City and County Comprehensive Plan elements related to affordable housing.
14.a.	Comment not addressed. Instead of providing further justification/analysis referencing the City's goals/policies/objectives, the applicant has restated the County's policy. Revise section to address comment above.
14.b.	Comment addressed.
15.	Section 7 Affordable Housing: Correct name of City Department "Community Development Department" to "Housing and Legislative Affairs Department".
15.a.	Comment not addressed.
15.b.	Comment addressed.
16.	Section 8. Land Use Compatibility: FLU Policies that are listed (such as 1.2.4) and

Development Plan Application Comments

	explanations do not sufficiently explain how the redevelopment of the site furthers the intent of the future land use element. Provide additional justification in the application as to why the proposed FLU designation is the most appropriate FLU for the subject property. Identify specific FLU goals, policies, or objectives, or other measures that have or will be utilized to ensure land use compatibility.
16.a.	Comment addressed. The explanations provided for some of the City policies do not apply or are not sufficient to the proposed scope. For example, the explanation provided on page 22 for FLU 1.0 lists COVID as justification for need of more housing in the City, which does not directly respond to development/redevelopment achieves functional mix of uses. Response should emphasize how it achieves mix of uses through redevelopment. Provide sufficient explanation for FLU 1.2.1 as it refers to another section within report. While references to plan sheets may be used to point to specific example or visual representation, the explanation for FLU 1.7.3 must sufficiently respond to each criteria listed in more detail as to how the scope of work complies. References to other sections without explanation is not sufficient to address comment.
16.b.	Comment partially addressed. Comment above references Section 14. The revisions were not made to FLU 1.0 and "Comprehensible" must be revised to "Comprehensive" if referencing Comprehensive Plan.
16.c.	Comment addressed.
17.	Section 13. Provide additional FLU Goals, Policies, and Objectives and explanation/justification that are applicable to the proposed scope of work.
17.a.	Comment not addressed.
17.b.	Comment addressed.
18.	Exhibits: There are exhibits listed on page ii that are missing from the report. Ensure all exhibits are attached as required.
18.a.	Comment addressed.
19.	Exhibit B: Location Map. Revise map to provide label distinguishing address of each subject parcel.
19.a.	Comment addressed.
20.	Exhibit C: Include Future Land Use Map legend.
20.a.	Comment addressed.
21.	Exhibit D: Include Future Land Use Map legend. Ensure the correct future land use category proposed as provided in the Comprehensive Plan.
21.a.	Comment partially addressed. Revise map to demonstrate property as hatched within dashed line as it will no longer be a Commercial land use. Ensure number of proposed du/a is in circle.
21.b.	Comment partially addressed. Add the proposed dwelling units/acre in a circle (21.82) on the map.
21.c.	Comment addressed.
22.	Exhibit I: Municipal Park Summary. Revise exhibit to include the updated table provided by staff.
22.a.	Comment addressed.
23.	Exhibit J: Provide updated traffic analysis upon resubmittal.
23.a.	Comment partially addressed. Provide most up to date analysis upon resubmittal.
23.b.	Comment not addressed. Traffic analysis must include revised table per Traffic Consultant review.
23.c.	Comment addressed.
24.	Exhibit O: Conceptual Master Plan: Provide proposed setbacks of existing and

Development Plan Application Comments

	proposed uses, FAR, internal sidewalks and connections, and other data relevant to this Land Use Plan Amendment as staff must review compliance with the requirements as provided for the land use per the Comprehensive Plan.
24.a.	Comment partially addressed. See comments in Table C above.
24.b.	Comment addressed.



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Land Use Plan Amendment (Hillsboro Blvd and I-95)	Application No.:	#65A
Reviewer Name:	Alfonso Orellana		
Department / Division:	Environmental Services		
Position:	Plans Review Engineer		
Date of Review:	2021-05-11		
Submittal No.:	3		

A. APPLICATION / GENERAL COMMENTS:

1.	Add language at end of section D. Drainage Analysis 1. (a)..., <i>if available, legal offsite discharge.</i>
1.a	COMMENT NOT ADDRESSED
1.b	COMMENT ADDRESSED. Language added.
2.	Add language at end of section D. Drainage Analysis 1. (a)... <i>and the City of Deerfield Beach Ordinance Sec. 98-83. - Grades and elevations. Match the highest resulting elevation.</i>
2.a	COMMENT ADDRESSED
3.	Remove site-specific elevations data that is not substantiated by a signed and sealed and permitted Drainage Calculations Report. Add language at end of section D. Drainage Analysis 2. <i>Proposed Finish Floor Elevation will be set at the highest elevation established by the criteria outlined above.</i>
3.a	COMMENT ADDRESSED
4.	Add language at end of section D. Drainage Analysis 4. <i>There is an existing SFWMD permit for the eastern parcel; Application #:900713-5, Permit # 06-00426-S-08 which, if impacted by the proposed development, will require a modification.</i>
4.a	COMMENT ADDRESSED
5.	In support of the statement contained under Section 6. Analysis of Natural and Historical Resources, item H, add a reference to an exhibit designated: Project Location on Broward County Wellfield Map
5.a	COMMENT ADDRESSED
6.	Include copies of correspondence and electronic messages received from the City of Deerfield Beach in support of statements made in the application.
6.a	COMMENT ADDRESSED



DEVELOPMENT REVIEW COMMITTEE

Project Name:	G&C HILLSBORO INVESTORS	Application No.:	LUPA -65
Reviewer Name:	CAPTAIN MIKE HEFFERON		
Department / Division:	BSO FIRE PREVENTION		
Position:	CAPTAIN		
Date of Review:	12/10/20		
Submittal No.:	1		

A. APPLICATION / GENERAL COMMENTS:

1.	A complete set of permitted plans must be submitted for review and approval prior to all construction. All permitted plans must document on plans that a certificate of occupancy shall not be issued until the AHJ determines that the building is in compliance with section 118 (TWO WAY RADIO ENHANCEMENT SYSTEM) with Broward County Local Amendments to the Florida Fire Prevention Code 6TH Ed., NFPA 1-Fire Code, Florida Edition 2015, NFPA 101-Life Safety Code, Florida Edition 2015.
----	---

B. SITE PLAN:

1.	SITE PLAN AND CHANGE OF USE IS APPROVED AS SUBMITTED
----	---

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Land Use Plan Amendment G&C Hillsboro Investors, LLC by Dennis Mele	Application No:	LUPA #65A (CRD)
Reviewer Name:	Cesar E. Osegueda		
Department / Division:	Sustainable Management		
Position:	Code Compliance Spec.		
Date of Review:	12/30/2020		
Submittal No.:			

A. RECYCLING & SOLID WASTE DIVISION:

1.	The above Land Use Plan Amendment Application, located at 600 & 800 W Hillsboro Blvd. Deerfield Beach, FL 33441 has been reviewed by the Sustainable Management Dept. (Recycling and Solid Waste Management) and was found to be Acceptable.
----	--

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Hillsboro Center	Application No.:	LUPA# 65A
Reviewer Name:	Mo Gopalakrishna, PE, PTOE.	Project Address:	SE Corner of Hillsboro Blvd & I-95
Department/Division:	Consultant		
Position:	Sr. Traffic Engineer		
Date of Review:	May 10, 2021		
Submittal No.:	3		

A. METHODOLOGY / GENERAL COMMENTS:

METHODOLOGY / GENERAL COMMENTS:	
1.	Traffic Engineer needs to submit a methodology to reviewer to address the City of Deerfield Beach Land Development Code Section 98-17 (2) Adequacy of local transportation network. A site-specific traffic study showing the impact upon the local transportation network shall be automatically required for any development generating in excess of 500 trips per day. Replace the provided Traffic Impact Statement to a Traffic Impact Study.
1.a.	Comment Pending. Reviewer working with Applicant's Traffic Engineer on Methodology and detailed Traffic Impact Study.
1.b.	Response acknowledged. To be addressed during site plan submittal. Applicant's Traffic Engineer to provide updated Methodology prior to that.
2.	Under F. Traffic Circulation Analysis , three east-west and three north-south roadways were selected. How were these roadway segments selected? What is the radius of influence and how were these roadway segments selected? Analysis should include major intersections analysis within the radius of influence.
2.a.	Comment Pending. Reviewer working with Applicant's Traffic Engineer on Methodology and detailed Traffic Impact Study.
2.b.	Response acknowledged. To be addressed during site plan submittal.
3.	Applicant is proposing 242,000 Square Feet of Office Space and 360 Mid Rise Apartments, and mentioned the sustainability benefits in terms of proximity to nearby employment centers. Yet there were no TOD measures proposed to improve existing sidewalks and existing bike lanes, including any shuttle/bus services (including bus shelters, benches, etc.) and their connectivity to employment centers and Tri-rail station. Please clarify what TOD measures would be implemented to make it a walkable-bikeable environment (upgrade existing sidewalks to be wider possibly shared use paths, decorative LED lighting, Green bike lanes in vehicular conflict areas, special emphasis crosswalks, etc.) adjacent to Interstate 95. Include a concept plan for TOD improvements.
3.a.	Comment Pending. Reviewer working with Applicant's Traffic Engineer on Methodology and detailed Traffic Impact Study.
3.b.	Response acknowledged. To be addressed during site plan submittal.

Development Plan Application Comments

4.	Confirm if parking will be contained onsite and appropriate parking accommodations (per code) will be made onsite (parking garage, surface parking).
4.a.	Comment Pending. Reviewer working with Applicant's Traffic Engineer on traffic impact study. Anticipate that parking will be addressed as part of site plan updates based on development land use intensities.
4.b.	Response acknowledged. To be addressed during site plan submittal.
5.	Please include data collection along W Hillsboro Blvd to include section to the west all the way to Military Trail, and to the east all the way to US 1, to capture the potential traffic impacts from the proposed development. (Methodology comment)
5.a.	Comment Pending.
5.b.	Response acknowledged. To be addressed during site plan submittal.
6.	Traffic Impact area will include an approx. 1-to-1.5-mile radius from the site with focus on impacts to main intersections along Hillsboro Blvd. between Military Trail and US 1. Please also include the following intersections, in addition to the three intersections that applicant has included. Include a map layout of all intersections that will be included. (Methodology comment). • W. Hillsboro Boulevard and N Military Trail (Signal) • W. Hillsboro Boulevard and Goolsby Blvd. (Signal) • W. Hillsboro Boulevard and Jim Moran Blvd. (Signal) • W. Hillsboro Blvd. at I-95 (Signal) SB off Ramp (Signal) • W. Hillsboro Blvd. at I-95 (Signal) NB off Ramp (Signal) • W Hillsboro Blvd at I-95 WB Ramp - Queuing analysis.(free flow) • Fairway Dr at Hillsboro Technology Dr. (Stop) • W. Hillsboro Boulevard and existing right in right out driveway (360' west of SW Natura Boulevard) (Stop) • W. Hillsboro Boulevard and NW 3rd Ave. (Signal) • W. Hillsboro Boulevard and NW 2nd Ave. (Signal) • W. Hillsboro Boulevard and SR 811 (N Dixie Hwy) (Signal) • W. Hillsboro Boulevard and NE 2nd Ave. (Signal) • W. Hillsboro Boulevard and NE 6th Ave. (Signal) • W. Hillsboro Boulevard and US 1 (Signal)
6.a.	Comment Pending.
6.b.	Response acknowledged. To be addressed during site plan submittal. Include the following agreed upon intersections to the Methodology for evaluation. 1. W. Hillsboro Boulevard and N Military Trail (Signal) 2. W. Hillsboro Boulevard and Jim Moran Blvd. (Signal) 3. W. Hillsboro Blvd. at I-95 (Signal) SB off Ramp (Signal) 4. W. Hillsboro Blvd. at I-95 (Signal) NB off Ramp (Signal) 5. W Hillsboro Blvd at I-95 WB Ramp - Queuing analysis. (free flow) 6. W. Hillsboro Boulevard and existing right in right out driveway (360' west of SW Natura Boulevard) (Stop) 7. W. Hillsboro Boulevard and Fairway Dr./SW Natura Blvd (signal) 8. W. Hillsboro Boulevard and SR 811 (N Dixie Hwy) (Signal) 9. Natura Blvd and South Project Driveway/Natura Ave (stop control) 10. Natura Blvd and SW 10th Street (signalized)

Development Plan Application Comments

B.

TRIP GENERATION:	
1.	Applicant's Traffic Engineer shows on Table 3a (Trip Generation Summary) that there will be a net reduction of 4,126 daily trips (driveway), reduction of 1,253 daily trips (external), reduction of 110 PM peak hour trips, on the adjacent roadway network with LUPA from General Commercial to Mixed-Use Residential Development occurs. Clarify on how negative trips would occur as it pertains to trips on the streets today and what it would be when the development occurs? Specify if the development is phased and the ultimate buildout year?
1.a.	Comment Pending. Reviewer working with Applicant's Traffic Engineer on Methodology and detailed Traffic Impact Study.
1.b.	Response acknowledged. To be addressed during site plan submittal.
2.	Table 3a, 3b. Per ITE, include the rates (or equations) used to compute the total daily trips, total AM and total PM Peak Hour Trips. Also include the percentages for inbound and outbound traffic during AM and PM Peak hours. When resubmitting, please email trip generation spreadsheet computations to reviewer Mo Gopalakrishna at mgopalakrishna@cpc-eng.com
2.a.	Comment Pending. Reviewer working with Applicant's Traffic Engineer on Methodology and detailed Traffic Impact Study.
2.b.	Response acknowledged. To be addressed during site plan submittal.
3.	Table 3a. Please clarify how the negative 34% pass-by trips were calculated.
3.a.	Comment Pending. Reviewer working with Applicant's Traffic Engineer on Methodology and detailed Traffic Impact Study.
3.b.	Response acknowledged. To be addressed during site plan submittal.
4.	Please provide missing Table 1-Trip Generation Analysis. (Methodology comment)
4.a.	Comment Pending.
4.b.	Response acknowledged. To be addressed during site plan submittal. Applicant's traffic engineer did not include trip generation analysis per his response. Include the same as a part of the updated Traffic Impact Study Methodology, to be resubmitted to reviewer.

C.

TRIP DISTRIBUTION AND TRIP ASSIGNMENT:	
1.	Table 4a, 4b list percent distribution and trips. For reviewer to better understand, please clarify and include a figure to show Trip distribution percentages and trips to and from the project site. Also show in the same figure how and where the negative trips shown in the tables will occur? What would be trips (daily and PM peak hour trips) be for existing and future conditions?
1.a.	Comment Pending. Reviewer working with Applicant's Traffic Engineer on Methodology and detailed Traffic Impact Study.
1.b.	Response acknowledged. To be addressed during site plan submittal.
2.	Since a model won't be utilized, trip distribution percentages should be determined from existing FDOT traffic volumes along Hillsboro Blvd, and the main FDOT N-S roadways Military Trail, I-95, SR 811 (Dixie Hwy) and US 1. Include a map layout of the trip distribution percentages. (Methodology comment)
2.a.	Comment Pending.
2.b.	Response acknowledged. To be addressed during site plan submittal.

Development Plan Application Comments

D.

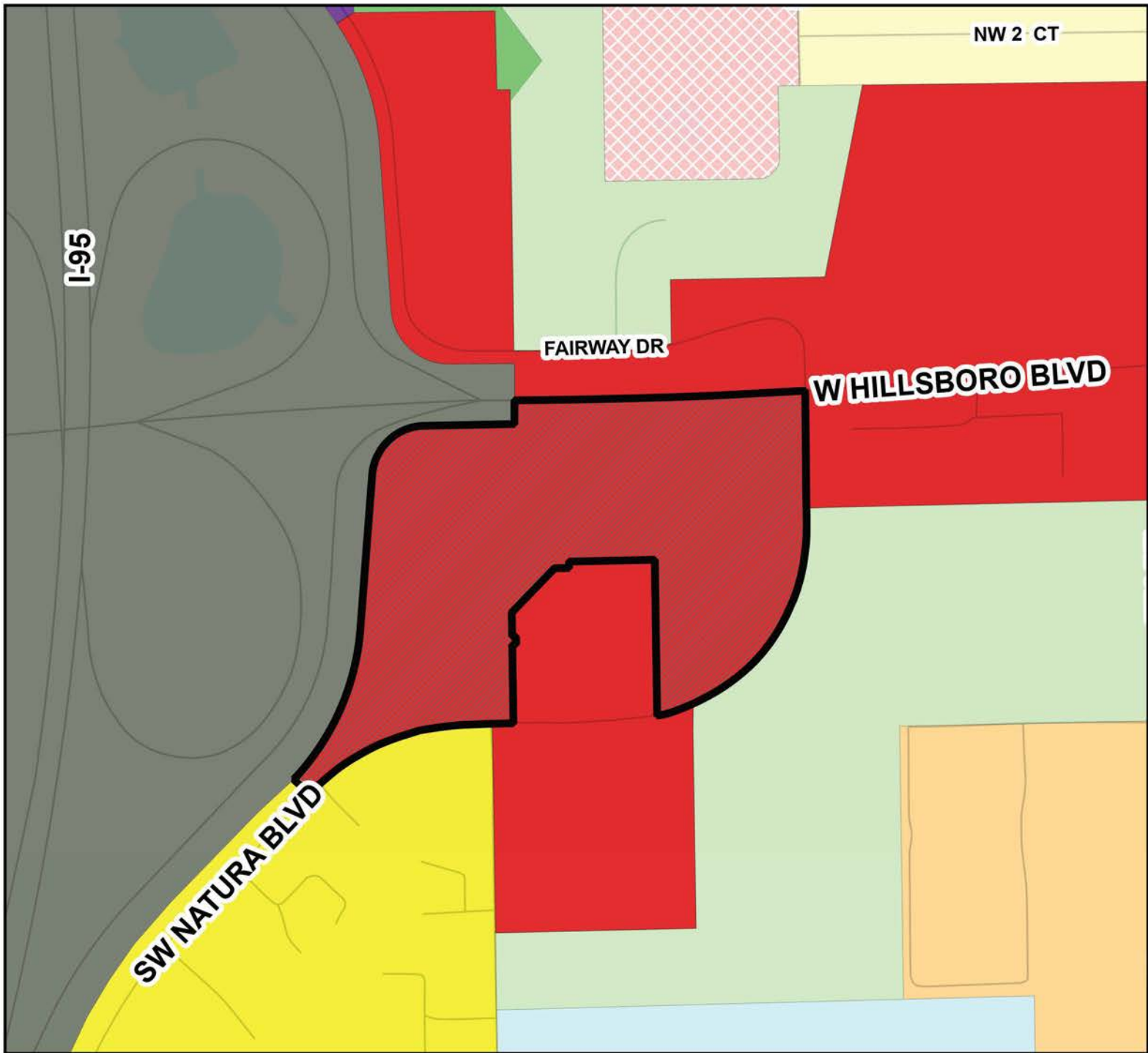
TRAFFIC ANALYSIS:	
1.	In reviewing Table 1a (Existing Daily Volumes- 2019 – show LOS F) and Table 2a (Future Daily Volumes-2024/2040 – LOS C), the Year 2024/2040 forecasted daily traffic volumes are lower than existing 2019 daily traffic volumes. Likewise, Table 1b (Existing PM Peak Volumes- 2019– show LOS F) and Table 2b (Future PM Peak Volumes-2024/2040– LOS C), shows reduction as well. Typically forecasted volumes are higher than existing traffic volumes. It is the opposite and shows a reduction of 6400 vehicles per day (608 vehicles PM peak hour). Are these traffic volume projections and LOS accurate? Please rerun planning model to confirm accuracy of forecasted traffic volumes? Currently there are vehicular backups and it would only get worse for 2024/2040 peak hour conditions due to the proximity to interstate 95. As part of traffic study, include to the project development trips, existing and committed development trips from adjacent developments within the influence area. Provide LOS analysis for roadway segments and intersections, for existing and future conditions.
1.a.	Comment Pending. Reviewer working with Applicant's Traffic Engineer on Methodology and detailed Traffic Impact Study.
1.b.	Response acknowledged. To be addressed during site plan submittal.
2.	Tables 2a, 2b, indicate Roadway Segments along Military Trail (1. SW 10 th to Hillsboro, 2. Hillsboro to County Line), along Dixie Highway (Hillsboro to County Line), and SW 10 th Street (Military Trail to I-95) would operate at LOS F for 2040 traffic conditions. Please include a traffic assignment figure of daily trips and PM Peak Hour trips that would traverse along these roadway segments?
2.a.	Comment Pending. Reviewer working with Applicant's Traffic Engineer on Methodology and detailed Traffic Impact Study.
2.b.	Response acknowledged. To be addressed during site plan submittal.
3.	Indicate what are the existing and proposed access points to the development, along Hillsboro Blvd. and Natura Blvd. Include it in a figure. Indicate type of access anticipated – 1) Right-in Right-out, 2) Directional Median Opening, 3) Full Access.
3.a.	Comment Pending. Reviewer working with Applicant's Traffic Engineer on Methodology and detailed Traffic Impact Study.
3.b.	Response acknowledged. To be addressed during site plan submittal.
4.	Methodology needs to indicate which of the intersections (project access points/driveways and major intersections) would require to be analyzed using Synchro Software for existing and proposed conditions. Address existing queuing issues/peak hour backups from I-95 ramps, into Natura Blvd, which would get worse with proposed development. Also include impacts to Natura Blvd/SW 10 th St intersection. A summary of the LOS results and 95 th percentile Queues need to be included. Intersections should be LOS D or better.
4.a.	Comment Pending. Reviewer working with Applicant's Traffic Engineer on Methodology and detailed Traffic Impact Study.
4.b.	Response acknowledged. To be addressed during site plan submittal.
5.	There are 5 access points per Site Plan 1 access along Hillsboro Blvd., and 4 accesses along Natura Blvd. Include the percent trip distribution in and out of these five access points. Also analyze these access points as unsignalized intersection and check if they meet or exceed LOS D for peak hour evaluation. (Methodology comment)

Development Plan Application Comments

5.a.	Comment Pending.
5.b.	Response acknowledged. To be addressed during site plan submittal.
6.	All intersections (signalized and unsignalized) shall meet or exceed LOS D for peak hour evaluation. Include 95th percentile queuing analysis for all intersections. Turn lane storage recommendations should be based on it. (Methodology comment)
6.a.	Comment Pending.
6.b.	Response acknowledged. To be addressed during site plan submittal.
7.	Clarify future conditions year? Is it the same as project buildout year (2024)? (Methodology comment)
7.a.	Comment Pending.
7.b.	Response acknowledged. To be addressed during site plan submittal.
8.	Confirm with Broward County Traffic Engineering Division (BCTED) if existing signal cycle length can be revised based on future traffic demands, since the signal system could be part of an east-west coordinated system along Hillsboro Blvd and may affect the progression and green bandwidth of adjacent signal network. (Methodology comment)
8.a.	Comment Pending.
8.b.	Response acknowledged. To be addressed during site plan submittal.

E. RECOMMENDATIONS:

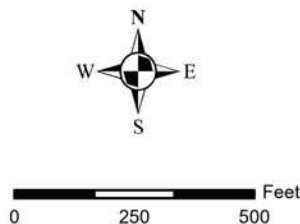
1.	Applicant should include a section to the Traffic Study with specific recommendations and mitigation measures to address reviewer comments and next steps for Site plan improvements.
1.a.	Comment Pending. Reviewer working with Applicant's Traffic Engineer on Methodology and detailed Traffic Impact Study.
1.b.	Response acknowledged. To be addressed during site plan submittal.



Future Land Use Categories

- Number in Circle = Maximum DU/AC
- Dashed-Line Area
 - Community Facility
 - Commercial
 - Commercial 2
 - Conservation
 - Employment Center
 - Historic Place
 - Industrial
 - Local Activity Center
 - Office Park
 - Residential Moderate (10 DU/AC)
 - Residential Medium (15 DU/AC)
 - Residential Medium (16 DU/AC)
 - Residential High (25 DU/AC)
 - Residential Low (5 DU/AC)
 - Recreation Commercial
 - Recreation Open Space
 - Transportation
 - TOD
 - Utility
 - Water
 - Subject Area

Existing Future Land Use Map 600 & 700 W Hillsboro Blvd. LUPA #65A

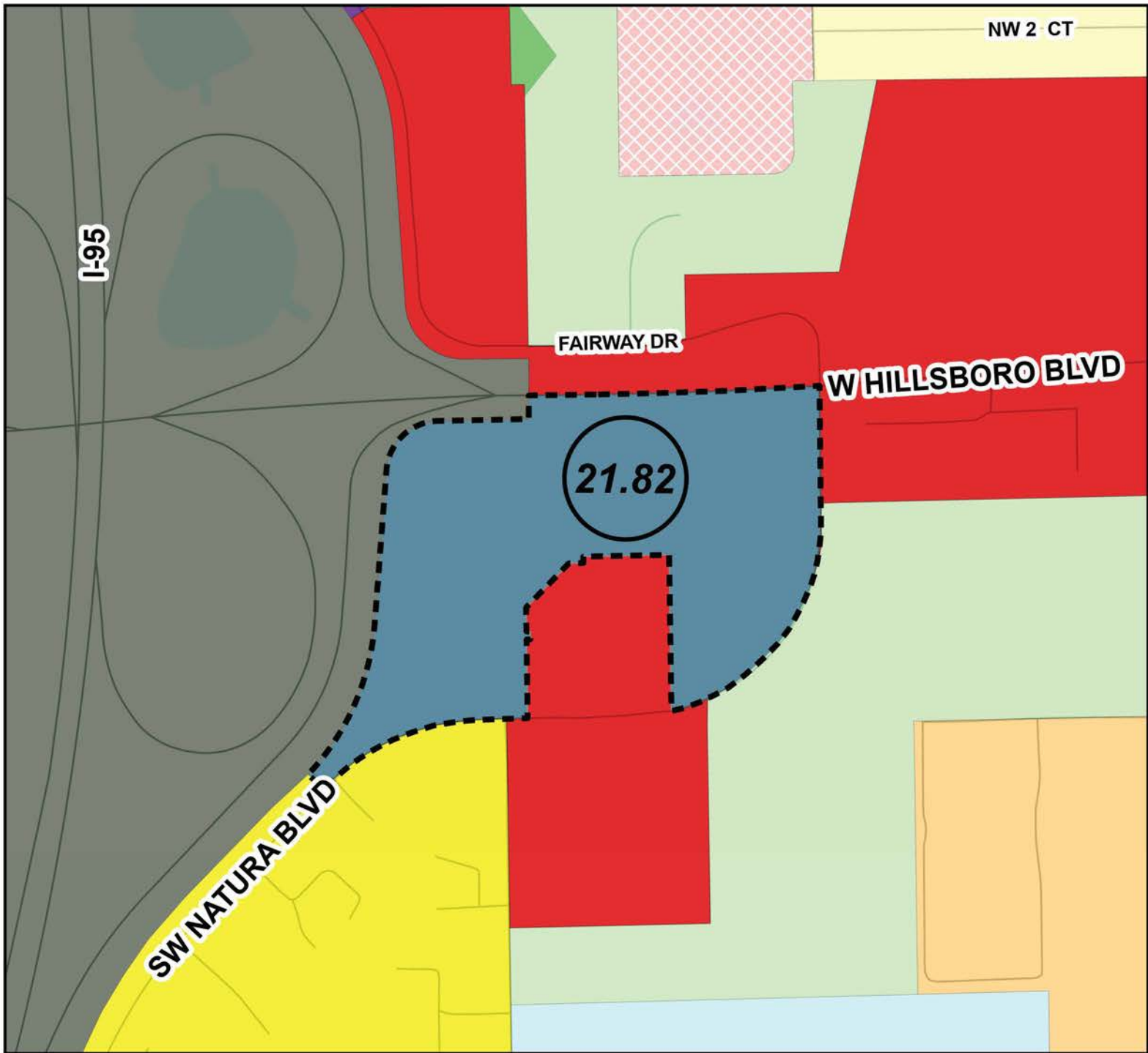


Created by the City of Deerfield Beach
Planning & Development Services
Published 5-18-2021

DISCLAIMER

This map and all information contained on it is used by the City of Deerfield Beach for City planning purposes only. The City of Deerfield Beach makes no representation as to the accuracy of any information contained therein. The burden for determining the accuracy, completeness, and general reliability of the information contained herein rests solely with the person who uses same. The City of Deerfield Beach makes no warranties, expressed or implied as to the accuracy of the information contained herein, there are no implied warranties or merchantability or fitness for a particular purpose, and any person who has a copy of this map, by virtue of their possession of same, does hereby acknowledge and accept the limitations as set forth herein and acknowledges the lack of any warranties, expressed or implied, as to the accuracy of the information contained thereon. In no event shall the City of Deerfield Beach be liable to the person possessing or using this map or any party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use this map or the material information contained thereon.

Date Saved: Thursday, May 20, 2021 6:50 AM
G:\Data\DeerfieldBeach\Planning\2021\FLU Update 2021\FLU Update 2021.aprx



Future Land Use Categories

- Number in Circle = Maximum DU/AC
- Dash Line Area
 - Commercial
 - Commercial 2
 - Community Facility
 - Conservation
 - Employment Center
 - Historic Place
 - Industrial
 - Local Activity Center
 - Mixed Use-Residential Medium-High (25 DU/AC)
 - Office Park
 - Recreation Commercial
 - Recreation Open Space
 - Residential High (25 DU/AC)
 - Residential Irregular
 - Residential Low (5 DU/AC)
 - Residential Medium (15 DU/AC)
 - Residential Medium (16 DU/AC)
 - Residential Moderate (10 DU/AC)
 - TOD
 - Transportation
 - Utility
 - Water
 - Subject Area

Proposed Future Land Use Map 600 & 700 W Hillsboro Blvd. LUPA #65A



0 250 500 Feet



Created by the City of Deerfield Beach
Planning & Development Services
Published 5-18-2021

DISCLAIMER

This map and all information contained on it is used by the City of Deerfield Beach for City planning purposes only. The City of Deerfield Beach makes no representation as to the accuracy of any information contained therein. The burden for determining the accuracy, completeness, and general reliability of the information contained herein rests solely with the person who uses same. The City of Deerfield Beach makes no warranties, expressed or implied as to the accuracy of the information contained herein, there are no implied warranties or merchantability or fitness for a particular purpose, and any person who has a copy of this map, by virtue of their possession of same, does hereby acknowledge and accept the limitations as set forth herein and acknowledges the lack of any warranties, expressed or implied, as to the accuracy of the information contained thereon. In no event shall the City of Deerfield Beach be liable to the person possessing or using this map or any party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use this map or the material information contained thereon.

Date Saved: Friday, May 21, 2021 8:04 AM
G:\Data\DeerfieldBeach\Planning\2021\FLU Update 2021\FLU Update 2021.aprx



DISCLOSURE AFFIDAVIT

The City of Deerfield Beach requires all applicants, and persons and/or entities doing business with the City, to disclose any potential for or conflict of interest as stated below. Per Ordinance No. 2009/006 of the City of Deerfield Beach, the adopted Ethics Code contains the following:

Section 5. Disclosure and Behavior Requirements of Applicants and Persons/Entity seeking a City contract or currently doing business with the City.

Any applicant for a land use change or development permit requiring approval of the City Commission, or any person/entity seeking a City contract through a request for proposal, request for qualification, or sealed bid process (all referred to as applicant):

- A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.
- B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

- 1. A listing of all campaign contributions to sitting City Commissioners in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the application is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if it is a limited liability company.

_____ To the best of my knowledge and after research of my personal records:

_____ 8/28/2020 Bernie Parness campaign account \$1,000

- 2. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

- 3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Mark E. Corlew, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

3.30.23
Date

STATE OF FLORIDA; COUNTY OF PALM BEACH BEACH

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online

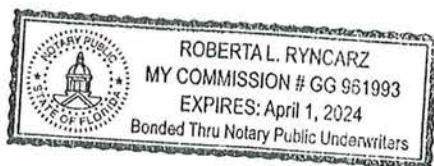
notarization, this 30th day of March, 2023 by

Mark E. Corlew (Affiant), who is personally

known to me or has produced _____ identification.

My commission expires: 4-1-24

Commission No.: GG 961993



[Signature]
(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)



DISCLOSURE AFFIDAVIT

The City of Deerfield Beach requires all applicants, and persons and/or entities doing business with the City, to disclose any potential for or conflict of interest as stated below. Per Ordinance No. 2009/006 of the City of Deerfield Beach, the adopted Ethics Code contains the following:

Section 5. Disclosure and Behavior Requirements of Applicants and Persons/Entity seeking a City contract or currently doing business with the City.

Any applicant for a land use change or development permit requiring approval of the City Commission, or any person/entity seeking a City contract through a request for proposal, request for qualification, or sealed bid process (all referred to as applicant):

- A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.
- B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

- 1. A listing of all campaign contributions to sitting City Commissioners in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the application is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if it is a limited liability company.

To the best of my knowledge and after research of my personal records:

8/28/2020 Bernie Parness campaign account \$1,000

- 2. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

- 3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Anuj Grover, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

Date

3-30-23

STATE OF FLORIDA; COUNTY OF PALM BEACH BEACH

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online

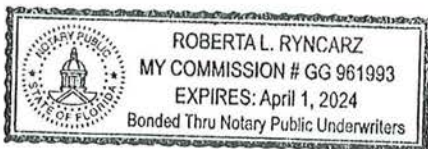
notarization, this 30th day of March, 2023 by

Anuj Grover (Affiant), who is personally

known to me or has produced _____ identification.

My commission expires: 4-1-24

Commission No.: GG 961993



Robert L. Ryncarz
(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

DISCLOSURE AFFIDAVIT

The City of Deerfield Beach requires all applicants, and persons and/or entities doing business with the City, to disclose any potential for or conflict of interest as stated below. Per Ordinance No. 2009/006 of the City of Deerfield Beach, the adopted Ethics Code contains the following:

Section 5. Disclosure and Behavior Requirements of Applicants and Persons/Entity seeking a City contract or currently doing business with the City.

Any applicant for a land use change or development permit requiring approval of the City Commission, or any person/entity seeking a City contract through a request for proposal, request for qualification, or sealed bid process (all referred to as applicant):

- A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.
- B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

- 1. A listing of all campaign contributions to sitting City Commissioners in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the application is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if it is a limited liability company.

2/9/23 Ben Preston-\$500 Greenspoon Marder LLP, \$500 Equity Land Title LLC

11/21/22 Michael Hudak-\$500 Greenspoon Marder LLP, \$500 Equity Land Title LLC

12/23/20 Todd Drosky-\$500 Greenspoon Marder LLP, \$500 Equity Land Title LLC

1/19/21 Bernie Parness-\$500 Greenspoon Marder LLP, \$500 Equity Land Title LLC

- 2. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

None

- 3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

None

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
 5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
 6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.
- C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Dennis D. Mele, have received a copy of the ordinance and understand the ordinance requirements.

Applicant


Signature

March 29, 2023

Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online

notarization, this 29 day of March, 202³ by

_____ (Affiant), who is personally

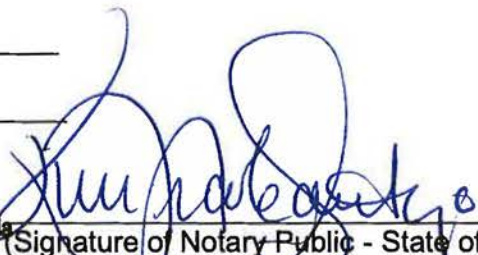
known to me or has produced _____ identification.

My commission expires: _____

Commission No.: _____



KIM NICOLE SANTIAGO
Comm.: # HH 297419
Expires: February 23, 2024
Notary Public - State of Florida


(Signature of Notary Public - State of Florida)

Kim Nicole Santiago

(Print, Type, or Stamp Commissioned Name of
Notary Public)

**HILLSBORO CENTER
APPLICATION FOR AMENDMENT TO
CITY OF DEERFIELD BEACH
LAND USE PLAN**



GROVER CORLEW

**December 2020
Revised January 2021
March 2021
April 2021
May 2021
March 2023**

CONSULTANT TEAM

Architect/Site Planner: Juan Caycedo, AIA
RLC Architects

Civil Engineer: Clifford R. Loutan, P.E.
SunTech Engineering, Inc.

Legal: Dennis D. Mele, Esquire
Greenspoon Marder LLP

Planner: Cynthia A. Pasch, AICP
Greenspoon Marder LLP

Traffic Engineer: Joaquin E. Vargas, P.E.
TrafTech Engineering

TABLE OF CONTENTS

	<u>PAGE</u>
1. TRANSMITTAL INFORMATION	1
2. APPLICANT INFORMATION.....	2
3. AMENDMENT SITE DESCRIPTION	3
4. EXISTING AND PROPOSED USES	3
5. ANALYSIS OF PUBLIC FACILITIES AND SERVICES.....	6
6. ANALYSIS OF NATURAL AND HISTORIC RESOURCES	16
7. AFFORDABLE HOUSING	18
8. LAND USE COMPATIBILITY	20
9. HURRICANE EVACUATION ANALYSIS	22
10. REDEVELOPMENT ANALYSIS	22
11. INTERGOVERNMENTAL COORDINATION	22
12. PUBLIC PARTICIPATION	22
13. DESCRIBE CONSISTENCY WITH HIGHLIGHTED REGIONAL ISSUES AND POLICIES OF THE BROWARD COUNTY LAND USE PLAN	23
14. CONSISTENCY WITH GOALS, OBJECTIVES AND POLICIES WITH THE CITY OF DEERFIELD BEACH LAND USE PLAN	26
15. PLAN AMENDMENT COPIES	35

EXHIBITS

Exhibit A	Survey of Subject Property
Exhibit B	Location Map
Exhibit C	Current Land Use Plan Designation
Exhibit D	Proposed Land Use Plan Designation
Exhibit E	Potable Water Service Correspondence
Exhibit F	Sanitary Sewer Service Correspondence
Exhibit G	Solid Waste Service Correspondence
Exhibit H	Drainage Service Correspondence
Exhibit I	Municipal Park Summary
Exhibit J	Traffic Analysis
Exhibit K	Mass Transit Service Correspondence
Exhibit L	Public School Impact Analysis
Exhibit M	State of Florida Review
Exhibit N	Affordable Housing Analysis
Exhibit O	Conceptual Master Plan

1. TRANSMITTAL INFORMATION

- A. Letter of transmittal from municipal mayor or manager documenting that the local government took action by motion, resolution or ordinance to transmit a proposed amendment to the Broward County Land Use Plan, including the date that the local governing body held the transmittal public hearing. Please attach a copy of the referenced motion, resolution or ordinance. The local government's action to transmit must include a recommendation of approval, denial or modification regarding the proposed amendment to the Broward County Land Use Plan.**

To be provided.

- B. Name, title, address, telephone number and e-mail address of the local government contact person.**

Eric M. Power
City of Deerfield Beach
150 Northeast Second Avenue
Deerfield Beach, FL 33441
Telephone: (954) 480-4211
E-mail: epower@deerfield-beach.com

- C. Summary minutes from both the local planning agency and the local government public hearings of the transmittal of the Broward County Land Use Plan Amendment.**

To be provided.

- D. Description of public notification procedures followed for the amendment by the local government, including notices to surrounding property owners, advertisements in local publications, signage at proposed site, etc.**

According to the City of Deerfield Beach Code of Ordinances, notice of the public hearings for a land use plan amendment is provided in a local newspaper. In addition, a sign including the public hearing notice, will be placed on the Subject Property and individual notice will be mailed to surrounding property owners within 500 feet of the subject property.

- E. Whether the amendment is one of the following:**

- *Development of Regional Impact**
- *Small-scale development (per Chapter 163.3187 Florida Statutes)**
- *Emergency (please describe on separate page)**

The amendment qualifies as a small scale development.

2. APPLICANT INFORMATION**A. Name, title, address, telephone number and e-mail address of the applicant.**

G&C Hillsboro Investors, LLC
1499 West Palmetto Park Road, Suite 415
Boca Raton, Florida 33486
Contact: David Canfield
Telephone: (954) 516-7002
E-mail: david.canfield@grovercorlew.com

B. Name, title, address, telephone number and e-mail address of the agent.

Greenspoon Marder LLP
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301
Contact: Dennis D. Mele, Esq.
Telephone: 954-527-2409
Facsimile: 954-333-4009
E-mail: dennis.mele@gmlaw.com

C. Name, title, address, telephone number and e-mail address of the property owner(s).

G&C Hillsboro Investors, LLC
1499 West Palmetto Park Road, Suite 415
Boca Raton, Florida 33486
Contact: David Canfield
Telephone: (954) 516-7002
E-mail: david.canfield@grovercorlew.com

D. Applicant's rationale for the amendment. The Planning Council requests a condensed version for inclusion in the staff report (about two paragraphs).

The Subject Property is located at the southwest quadrant of I-95 and Hillsboro Boulevard. The City of Deerfield Beach Land Use Plan and Broward County Land Use Plan designate the Subject Property as Commercial and Commerce, respectively. Multiple independent office buildings are currently developed on the Subject Property. The Hillsboro Technology Center which is located to the north was recently completed and the commercial uses to the east are in the process of undergoing renovation. This proposed amendment will provide for additional redevelopment in the area and the addition of residential units in the Hillsboro Boulevard corridor. These residential units are needed to accommodate expected population growth in the City. This is an ideal location for additional residential development because it will allow for residents to live in close proximity to major employment centers in the City such as JM Family Enterprises, Broward County North Courthouse, Hillsboro Technology Center and the office/retail buildings on the Subject Property.

Most development in the City was designed in the traditional suburban development pattern where residential and non-residential uses were separated on different parcels. The requested land use plan designation and the resulting mixed-use development provides for an opportunity for a horizontally mixed use development and a more efficient and sustainable use of land. The amendment supports the City's goals of sustainable development by providing for redevelopment and development activities in an area that has adequate public facilities to accommodate the proposed development. In addition, the proposed safe pedestrian paths will connect the proposed uses and will connect the Subject Property to the parks, schools, government facilities, employment opportunities and commercial establishments in the area that will further reduce the number of trips made with a personal vehicle and promote a more sustainable development.

3. AMENDMENT SITE DESCRIPTION

A. Concise written description of the general boundaries and gross acreage (as defined by BCLUP) of the proposed amendment.

The Subject Property is located at the southeast quadrant of I-95 and Hillsboro Boulevard in the City of Deerfield Beach. The gross acreage of the Subject Property, as confirmed by the Broward County Planning Council, is 16.5 acres.

B. Sealed survey, including legal description of the area proposed to be amended.

A survey of the Subject Property is provided as **Exhibit A**.

C. Map at a scale clearly indicating the amendment's location, boundaries and proposed land uses.

A location map is provided as **Exhibit B**. The Subject Property consists of three (3) separate parcels identified by the Broward County Property Appraiser. Each parcel number is identified on **Exhibit B**. The proposed use of the Subject Property is office and multi-family residential. The Subject Property contains approximately 14 net acres and approximately 16.5 gross acres.

4. EXISTING AND PROPOSED USES

A. Current and proposed local and Broward County Land Use Plan designation(s) for the amendment site. If multiple land use designations, describe gross acreage within each designation. For Activity Center amendments, the proposed text indicating the maximum residential and non-residential uses must be included.

The gross acreage for each existing and proposed land use plan designation on the Property is provided below.

	Broward County	City of Deerfield Beach
Current	Commerce	Commercial
Proposed	11.0 acres of Commerce in a Dashed Line Area and 5.5 acres of Irregular (21.82) Residential in a Dashed Line Area – (“Commerce and Irregular Residential in a Dashed Line Area”)	Medium-High 25 Mixed Use - Residential

The current City land use plan designation for the Subject Property is depicted on **Exhibit C**. The proposed City land use plan designation is depicted on **Exhibit D**.

The Medium-High 25 Mixed Use – Residential land use plan designation provided specific densities and intensities for the mix of land uses allowed in this land use plan category. Specifically, Medium-High 25 Mixed Use – Residential permits up to 25 residential dwelling units per gross acre and a FAR of 2.0 for combined residential and nonresidential development. The table below documents a FAR of 1.1 for the proposed development. Further, a minimum of two uses are required within the development and each use must comprise a minimum of 10 percent of the development. In this case residential and office/retail uses are proposed and the uses represent approximately 35% and 19% of the total allowable development, respectively. Finally, residential development is a required use. The tables below demonstrates that the proposed development will comply with these requirements of the Medium-High 25 Mixed Use – Residential land use category.

Proposed Use	Square Footage of Use	FAR Based on Net Site Area*
Residential	429,271 sq. ft.	.70
Office/Retail	239,672 sq. ft.	.39
Total	668,943 sq. ft.	1.1

*Net Site Area = 14 acres x 43,560 sq. ft./acre = 609,840 sq. ft.

Proposed Use	Percentage of Use	Square Footage of Use
Residential	35.2%	429,271sq. ft.
Office/Retail	19.65%	239,672sq. ft.
Total	54.85%*	668,943sq. ft.

*Percentage based on FAR 2.0 for Combined Development (Based on Net Area) = 1,219,680 sq. ft.

Proposed Use	Gross Acres	Density
360 Residential Units	16.5	21.82 dwelling units/acre

B. Indicate if the flexibility provisions of the Broward County Land Use Plan have been used for the amendment site or adjacent areas.

The flexibility provisions of the Broward County Land Use Plan have not been used for areas adjacent to the Subject Property.

C. Existing use of amendment site and adjacent areas.

Amendment Site: Office

Adjacent Properties: North: Hotel, Hillsboro Technology Center
 South: Single Family, Multi-Family, Office, Hotel
 East: Commercial, City Park
 West: I-95

D. Proposed use of the amendment site including proposed square footage (for analytical purposes only) for each non-residential use and/or dwelling unit count. For Activity Center amendments, also provide the existing square footage for each non-residential use and existing dwelling unit count within the amendment area.

The proposed use of the Subject Property is approximately 360 residential units and 242,000 square feet of office use.

The Medium-High 25 Mixed Use – Residential designation in the City land use plan permits up to 25 dwelling unit per gross acre and a FAR of 2.0 for the combined components of the development. The residential density shall not exceed the units per acre and the floor area ratio permitted. A minimum of two uses are required within the development and a minimum percentage of 10 percent for any one use. Residential development is a required use. The Mixed Use categories may be applied to parcels up to fifty gross acres in size. The proposed amendment complies with these requirements because the development plan includes two uses: one residential and one nonresidential. The FAR is less than 2 and the residential use does not exceed 25 dwelling unit/acre.

E. Maximum allowable development per adopted and certified municipal land use plans under existing designation for the site, including square

footage/floor area ratio/lot coverage/height limitations for each non-residential use and/or dwelling unit count.

The Subject Property is designated for commercial use, the maximum allowable development based on the commercial land use plan designation is a FAR of 1.0 (page 53 of the Future Land Use Element). This floor area ratio would permit a total of 718,740 square feet of commercial use. The Future Land Use Element does not address maximum height in the commercial category. In order to provide for a more realistic analysis of this application, the impacts of the existing land use plan designations are analyzed based on 165,000 square feet of commercial use.

The majority of the Subject Property is platted and the plat note restrictions are provided in the table below along with the approximate existing and proposed building square footage for each of the plats. The Applicant will process a plat note amendment for both plats in conjunction with the proposed site plan and prior to a request for a building permit.

Plat	Use Restriction	Existing Use and Square Footage	Proposed Use and Square Footage
Crocker South	125,000 Office	116,000 office	45,000 office 116,250 office
Hillsboro I-95	Non-residential	60,622 39,242	360 apartments 25,000 office 53,422 office

5. ANALYSIS OF PUBLIC FACILITIES AND SERVICES

The items below must be addressed to determine the impact of an amendment on existing and planned public facilities and services. Provide calculations for each public facility and/or service. If more than one amendment is submitted, calculations must be prepared on an individual and cumulative basis.

A. Potable Water Analysis

- 1. Provide the potable water level of service per the adopted and certified local land use plan, including the adoption date of the 10 Year Water Supply Facilities Plan.**

The City's 10 Year Water Supply Facilities Work Plan is dated March, 2015. The adopted level of service for potable water service as specified in the Utilities Element of the City of Deerfield Beach Comprehensive Plan is as follows:

- 265 gallons per person per day for maximum system-wide service, including nonresidential demands
 - 175 gallons per person per day for average annual residential service
 - 224 gallons per person per capita day on an average day basis
2. **Identify the potable water facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources. Identify the wellfield serving the area in which the amendment is located including the South Florida Water Management District (SFWMD) permitted withdrawal and expiration date of the SFWMD permit.**

The City's potable water system consists of raw water supply, water treatment and distribution.

Plant Capacity:

The current plant capacity for the City's West Water Treatment Plant is 21.0 MGD. Past potable water demands from 2019 through 2013 indicate average day demands ranging from 9.05 MGD to 10.03 MGD. Average day water demands for the City's water service area are projected to be 10.01 MGD in 2020 and 10.35 MGD in 2030.

Wells:

The City owns 14 wells in the East and West wellfields with a combined pumping capacity of 37.3 MGD. The City's raw water annual permitted allocation cannot exceed 5,165 MG from a combination of the Biscayne Aquifer (4,347 MG/year, -11.9 MGD), and the Upper Floridian Aquifer (1,460 MG/year; 4 MGD). The City's wellfield withdrawal rates are authorized in SFWMD WUP, No 06- 00082-W. The expiration date of the permit is March 14, 2029. Furthermore, the City has an agreement with the Broward County Water & Wastewater Service for receiving an additional 0.59 MGD of raw water from Biscayne Aquifer.

3. **Identify the net impact on potable water demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.**

Current Land Use Plan Designation: Commercial (City), Commerce (County)		
Development Intensity	Generation Rate*	Demand
165,000 sq. ft. commercial	37 GPD/1,000 sq. ft.	6,105 GPD
Proposed Land Use Plan Designation: Medium-High 25 Mixed Use - Residential (City) Commerce and Irregular Residential in a Dashed Line Area (County)		
Development Intensity	Generation Rate*	Demand
242,000 sq. ft. office	42 GPD/1,000 sq. ft.	10,164 GPD
360 midrise	141 GPD/Unit	50,760 GPD
	Net Change: +54,819 GPD	

* Broward County Guidelines for Determining Ability to Provide Potable Water and Wastewater Service.

4. **Correspondence from potable water provider verifying the information submitted in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.**

See correspondence provided as **Exhibit E**.

B. Sanitary Sewer Analysis

1. **Provide the sanitary sewer level of service per the adopted and certified local land use plan.**

The adopted level of service for potable water service in the City as specified in the Utilities Element of the City of Deerfield Beach Comprehensive Plan is 126 gallons average annual daily flow per capita of permanent population.

2. **Identify the sanitary sewer facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources.**

The Subject Property is located in the service area of the Broward County North Regional Wastewater Treatment Plant ("NRWT"). NRWT is presently servicing the Subject Property and can provide sanitary sewer services to the Subject Property from the existing facilities. Wastewater

flow projections for the NRWT were obtained from Broward County Sanitary Sewer Element of the Comprehensive Plan. In the short range (2020) the City of Deerfield Beach projected demand is 7.4 MGD and in the long range (2030) the projected demand is 8.0 MGD. The plant capacity of 95 MGD is projected to serve the needs of all the large users including the City of Deerfield Beach through the year 2040. The current plus committed demand on plant capacity is 75.03. The available plant capacity is 19.97 MGD. The wastewater projections for the City of Deerfield Beach wastewater large user agreement are not impacted by this amendment because the Subject Property is serviced directly by Broward County Utilities.

3. **Identify the net impact on sanitary sewer demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot* or dwelling unit.**

Current Land Use Plan Designation: Commercial (City), Commerce (County)		
Development Intensity	Generation Rate*	Demand
165,000 sq. ft. commercial	37 GPD/1,000 sq. ft.	6,105 GPD
Proposed Land Use Plan Designation: Medium-High 25 Mixed Use - Residential (City), Commerce and Irregular Residential in a Dashed Line Area (County)		
Development Intensity	Generation Rate*	Demand
242,000 sq. ft. office	34 GPD/1,000 sq. ft.	8,228 GPD
360 midrise	100 GPD/Unit	36,000 GPD
	Net Change: +38,123 GPD	

* Broward County Guidelines for Determining Ability to Provide Potable Water and Wastewater Service.

4. **Correspondence from sanitary sewer provider verifying the information submitted in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.**

See correspondence provided as **Exhibit F**.

C. Solid Waste Analysis

1. **Provide the solid waste level of service per the adopted and certified local land use plan.**

According to the City's Comprehensive Plan, the adopted level of service for solid waste is 5.41 pounds per capita per day for collection and 7 pounds per day for disposal.

2. **Identify the solid waste facility serving the service area in which the amendment is located including the landfill/plant capacity, current and committed demand on the landfill/plant capacity and planned landfill/plant capacity.**

The City is responsible for solid waste collection services within the City limits. The City doesn't own or operate any solid waste processing facilities. The City contracts with Waste Connections for processing, transportation, and disposal of all the City's municipal waste. The contract does not limit the volume of waste that is processed by Waste Connections. Currently Waste Connections processes 67,000 tons per year from the City. Solid waste is hauled to and processed at Waste Connections' facility in Deerfield. Waste Connections uses the JED landfill in Saint Cloud, Florida. The capacity of the JED Landfill is 383,621 tons per year until the year 2032. The total current permitted capacity of the JED landfill is 53,215,585 tons.

3. **Identify the net impact on solid waste demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot* or dwelling unit.**

Current Land Use Plan Designation: Commercial (City), Commerce (County)		
Development Intensity	Generation Rate*	Demand
165,000 sq. ft. commercial	4 lbs./100 sq. ft./day	6,600 lbs./day
Proposed Land Use Plan Designation: Medium-High 25 Mixed Use - Residential (City) Commerce and Irregular Residential in a Dashed Line Area (County)		
Development Intensity	Generation Rate*	Demand
242,000 sq. ft. office	4 lbs./100 sq. ft./day	9,680 lbs./day
360 midrise	5.41 lbs./Unit/day	1,948 lbs./day
	Net Change: - +5,027 lbs./day	

* City of Deerfield Beach Comprehensive Plan.

4. **Correspondence from the solid waste provider verifying the information submitted as part of the application in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.**

See correspondence provided as **Exhibit G**.

D. Drainage Analysis**1. Provide the drainage level of service per the adopted and certified local land use plan.**

The adopted level of service standards for drainage facilities as contained in the City of Deerfield Beach Comprehensive Plan are as follows:

- (a) Drainage discharge quantity shall be determined from a three day 25 year design storm. Peak runoff shall not exceed 35 cubic feet per second per square mile. Grades and elevations must match the highest resulting elevation as required by City of Deerfield Beach Ordinance Sec. 98-83, if available, legal offsite discharge.
- (b) Flooding in new structures will be minimized by requiring that first floor elevations be set at, or above, the level of the 100-Year, 3-day Storm Event, the elevation shown on the most recent FEMA Flood Insurance Rate Map, and the elevation shown on the most recent Broward County 100 year Flood Elevation Map.
- (c) Street flooding will be minimized by requiring that street elevations be set at, or above the 10-year, 1-day storm event stage and shall not be below the elevation shown on the most recent Broward County 10 year Flood Insurance Map.
- (d) Wet detention volume shall be provided for the first inch of run-off from the entire development project or the total run-off of 2.5 inches times the percent of imperviousness, whichever is greater to preserve water quality.

2. The elevation for the area depicted on the “100 Year Flood Elevation Map.” Identify the drainage district and drainage systems serving the amendment area.

The Subject Property is located within the jurisdiction limits of South Florida Water Management District. The City of Deerfield Beach is responsible for maintaining the City’s public drainage system and Florida Dept. of Transportation is responsible for the drainage system on Hillsboro Blvd. As stated by the City Engineer in the attached exhibit, the finished floor elevation will be set at the highest elevation established by the criteria outlined above at the time of site plan approval when detailed drainage calculations are provided.

3. Identify any planned drainage improvements, including year, funding sources and other relevant information.

No improvements are planned by the City of Deerfield to serve this Property.

4. **Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site.**

Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.

An application for a drainage permit has not been submitted for this land use plan amendment. After development plans are finalized for the Subject Property, an application for a surface water management system permit through South Florida Water Management District and Broward County will be applied for and obtained.

5. **If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrates how the site will be drained and the impact on the surrounding properties.**

The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one hundred year flood elevation, acreage of proposed water management retention area, elevations for buildings, roads and years, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

The stormwater management system that will be constructed in conjunction with the proposed development will meet all applicable governmental drainage standards.

6. **Correspondence from local drainage district verifying the information submitted in items 1-5 above. Correspondence must contain name, position and contact information of party providing verification.**

See correspondence provided as **Exhibit H**

E. Recreation and Open Space Analysis

1. **Provide the recreation and open space level of service per the adopted and certified local land use plan.**

The City of Deerfield Beach has adopted a level of service for parks/open space of 3 acres per 1,000 population.

2. **For amendments which will result in an increased demand for “community parks” acreage, as required by the Broward County**

Land Use Plan, an up-to-date inventory of the municipal community parks inventory must be submitted.

See Exhibit I

- 3. Identify the net impact on demand for “community parks” acreage, as defined by the Broward County Land Use Plan, resulting from this amendment.**

The proposed amendment will add 360 multi-family units to the City’s housing stock. Section 98-17 (12) of the City’s Land Development Code provides that the proposed residential density would result in 1.8 persons per household or a total of 648 persons. Based on the requirement of 3 acres per 1,000 population, the proposed amendment generates a demand of 1.9 acres of open space.

- 4. Identify the projected “community parks” acreage needs based on the local government’s projected build-out population.**

According to the City of Deerfield Beach Recreation and Open Space – 2019 Update Table, the buildout population for the City will have a surplus of 118+/- acres of community parks. The City’s population is projected to be 93,188 in 2045 and 279+/- acres are needed for this population. The City’s recreation acreage is projected to be 398+/- acres in 2045.

- 5. As applicable, describe how the local government and/or applicant are addressing Broward County Land Use Plan Policies 2.5.4 and 2.5.5 (a. through e.), regarding the provision of open space.**

This proposed amendment does not result in a loss of open space.

F. Traffic Circulation Analysis

- 1. Identify the roadways impacted by the proposed amendment and indicate the number of lanes, current traffic volumes, adopted level of service and current level of service for each roadway.**

Refer to traffic analysis provided as Exhibit J.

- 2. Identify the projected level of service for the roadways impacted by the proposed amendment for the long range planning horizon. Please utilize average daily and p.m. peak hour traffic volumes per Broward Metropolitan Planning Organization (MPO) plans and projections.**

Refer to traffic analysis provided as Exhibit J.

3. **Planning Council staff will analyze traffic impacts resulting from the amendment. The applicant can provide a traffic impact analysis for the amendment – calculate anticipated average daily and p.m. peak hour traffic generation for the existing and proposed land use designations. If the amendment reflects a net increase in traffic generation, identify access points to/from the amendment site and provide a distribution of the additional traffic on the impacted roadway network for the long-range planning horizon.**

Refer to traffic analysis provided as Exhibit J.

4. **Provide any transportation studies relating to this amendment, as applicable.**

Refer to traffic analysis provided as Exhibit J.

G. Mass Transit Analysis

1. **Identify the mass transit modes, existing and planned mass transit routes and scheduled service (headway) serving the amendment area within one-quarter of a mile.**

According to the Broward County Transit Division Route 48 and 50 are located within one-quarter mile of the amendment site. In addition, the Deerfield Beach Community Shuttle Express Routes 1 and 2 also provide service to the amendment site. Please refer to the following table for detailed information:

BUS ROUTE	DAYS OF SERVICE	SERVICE SPAN A.M. – P.M.	SERVICE FREQUENCY
BCT Route 48	Weekday Saturday Sunday	6:15a – 9:01p 6:15a – 9:01p Not In Service	40 Minutes 40 Minutes Not In Service
BCT Route 50	Weekday Saturday Sunday	5:30a – 11:10p 5:30a – 11:10p 7:47a – 8:50 p	20 minutes 30 minutes 45 minutes
Deerfield Beach Community Shuttle Express 1	Weekday	8:00a – 4:00p	60 minutes
Deerfield Beach Community Shuttle Express 2	Weekday	8:00a – 4:00p	60 minutes

2. Describe how the proposed amendment furthers or supports mass transit use.

The proposed amendment will result in future residents and employees located within the service area of four mass transit routes and Tri-Rail. Route 48 runs from SR 7 to Deerfield Beach along Hillsboro Boulevard. In addition to providing service to the many retail establishments along Hillsboro Boulevard, Route 48 provides service to the Deerfield Beach Tri-Rail station, Hillsboro Technology Center, Hillsboro Community Center, Deerfield Island Park and the public beach. Route 50 begins on Hillsboro Boulevard and runs south on Dixie Highway. Route 50 terminates at the main terminal in Fort Lauderdale. The Deerfield Beach Community Shuttle provides local transit service in the City. Both Routes 48 and the Deerfield Beach Community Shuttle 1 provide stops at the Deerfield Beach Tri-Rail station.

The proposed amendment will add residential units and offices to an area already served by mass-transit routes, generating additional ridership for the routes adjacent to the site. Furthermore, the ultimate site plan will provide for safe circulation routes for pedestrians and bicycles to access the existing sidewalks adjacent to the Subject Property, providing direct access to mass transit stops.

BCT is able to accommodate the additional transit demand resulting from the proposed amendment to the Subject Property. As part of the 30 year, one-cent surtax, BCT will be implementing a number of fixed route bus improvements including shorter headways and increased span of service on weekdays and weekends.

3. Correspondence from transit provider verifying the information submitted in items 1-2 above. Correspondence must contain name, position and contact information of party providing verification.

See correspondence provided as **Exhibit K**.

H. Public Education Analysis

1. Public School Impact Application.

The Public School Impact Application was submitted to the School Board of Broward County. The results of the analysis are provided as Exhibit L.

2. The associated fee in the form of a check made payable to the SBBC.

The application fee was provided to the School Board.

3. Identify the existing school enrollment and permanent design capacity of the public elementary and secondary education facilities serving the area.

School	Current Enrollment	Level of Service Capacity	Over/(under) FISH Capacity
Deerfield Park Elementary	625	829	(204)
Deerfield Beach Middle	1,165	1,543	(378)
Deerfield Beach High	2,520	2,848	(328)

Source: Planning Tool for School Enrollment and Capacity, The Broward County School Board.

Proposed Land Use Plan Designation: Medium-High 25 Mixed Use-Residential		
Development Intensity	Generation Rate	Demand**
242,000 sq. ft. office	N/A	N/A
360 midrise	Elementary - 0.028	10 Elementary students
	Middle - 0.013	5 Middle students
	High - 0.021	8 High students

* Broward County School District, Facility Planning and Real Estate Department, Growth Management Section.

** Rounded to the nearest whole number

6. ANALYSIS OF NATURAL AND HISTORIC RESOURCES

Indicate if the site contains, is located adjacent to or has the potential to impact any of the natural and historic resource(s) listed below, and if so, how they will be protected or mitigated. Planning Council staff will request additional information from Broward County regarding the amendment's impact on natural and historic resources.

- A. Historic sites or districts on the National Register of Historic Places or locally designated historic sites.

The Subject Property is developed with office buildings and does not contain any historic sites or districts on the National Register of Historic Places or locally designated historical sites.

B. Archaeological sites listed on the Florida Master Site File.

Based upon a review of information on file with the State Historic Preservation Office, Division of Historical Resources Florida Master Site File, there are no previously recorded cultural resources within the Subject Property.

See **Exhibit M**.

C. Wetlands.

According to the Broward County Wetlands Map dated September 17, 2015 there are no wetlands on the Subject Property.

D. Local Areas of Particular Concern as identified within the Broward County Land Use Plan.

The Subject Property is not identified as a Local Area of Particular Concern.

E. Priority Planning Area Map and Broward County Land Use Plan Policy 2.21.1 regarding sea level rise.

According to the map published by Broward County dated June 1, 2013, the Subject Property is not located in a Priority Planning Area.

F. “Endangered” or “threatened species” or “species of special concern” or “commercially exploited” as per the Florida Fish and Wildlife Conservation Commission (fauna), the U.S. Fish and Wildlife Service (flora and fauna), or the Florida Department of Agriculture and Consumer Services (fauna). If yes, identify the species and show the habitat location on a map.

The Applicant is not aware of any endangered or threatened species or species of special concern on the Subject Property.

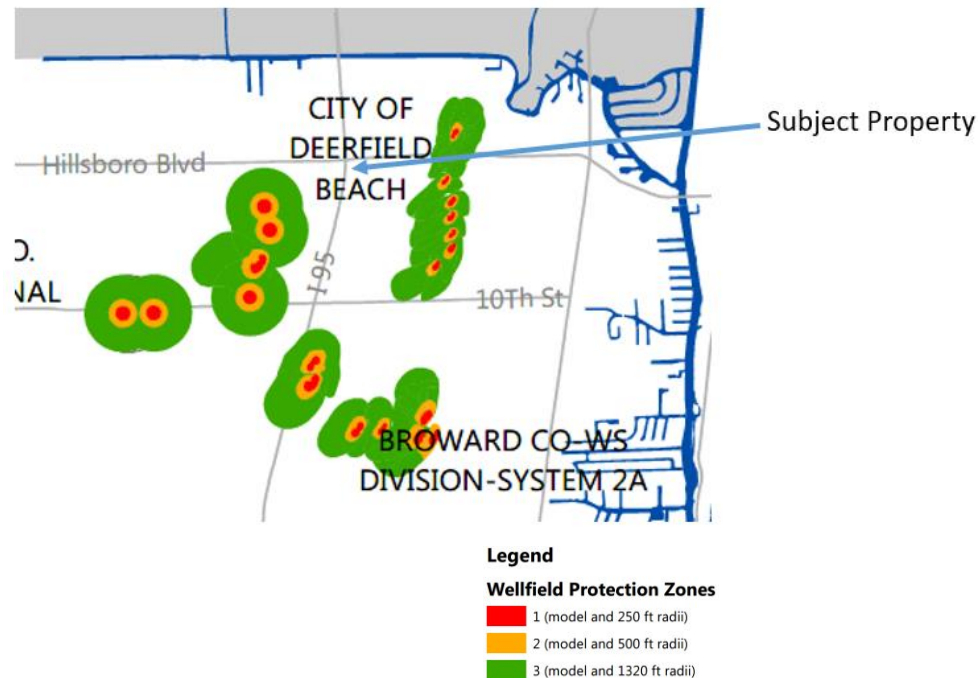
G. Plants listed in the Regulated Plant Index for protection by the Florida Department of Agriculture and Consumer Services.

The Applicant is not aware of any listed plants located on the Subject Property.

H. Wellfields – Indicate whether the amendment is located within a wellfield protection zone of influence as defined by Broward County Code, Chapter 27, Article 13 “Wellfield Protection.” If so, specify the affected zone and any provisions which will be made to protect the wellfield.

According to the Broward County Wellfield Map, the Subject Property is not located within a wellfield zone of influence.

Project Location on Broward County Wellfield Map Excerpt



- I. Soils – Describe whether the amendment will require the alteration of soil conditions or topography. If so, describe what management practices will be used to protect or mitigate the area’s natural features.**

According to the Broward County Natural Resource Map Series – Soils, the soils on the Subject Property consist of Urban Land-Immokalee. This is a common soil type in the eastern portion of Broward County. During site development soil will be added, as needed, to bring the elevation of the Subject Property to the appropriate elevation for flood protection. The Applicant will implement a Surface Water Pollution Protection Plan (SWPPP) to ensure that movement of soil on the Subject Property does not have a negative impact on the natural features.

- J. Beach Access – Indicate if the amendment site fronts the ocean or would impact access to public beaches. If so, describe how public beach access will be addressed.**

The Subject Property is not an oceanfront property. Thus, the proposed development will not affect any beach access.

7. AFFORDABLE HOUSING

Describe how the local government is addressing Broward County Land Use Plan Policy 2.16.2, consistent with Article 5 of this Document.

Policy 2.16.2 of the Broward County Land Use Plan requires that at the time of the County’s consideration of a land use plan amendment, the municipality must demonstrate that it has implemented appropriate policy and program measures to implement methods

and programs to achieve and/or maintain a sufficient supply of affordable housing. An affordable housing analysis based on the most current methodology used by the Broward County Planning Council is provided as **Exhibit N** and it documents the supply and demand for affordable housing in the City. Policy 2.16.2 provides for a number of methods and programs that can be used by local governments to achieve and/or maintain a sufficient supply of affordable housing.

Explanation: The City has met Policy 2.16.2, through the use of Community Development Block Grant (CDBG), State Housing Initiatives Partnership (SHIP), and Home Investment Partnerships Program (HOME) provides purchase assistance and home repair assistance for very low to moderate income households in Deerfield Beach to occupy as their primary residence. Assistance is in the form of a 0% interest deferred second loan that reverts to a grant if all program conditions are met. These programs are administered by the City of Deerfield Beach Housing and Legislative Affairs Department in coordination with the Deerfield Beach Housing Authority (DBHA). It is the Applicant's intent to partner with the City to enhance the already existing affordable housing programs that are in place.

GOAL FLU 3.0: Redevelop blighted and deteriorated sections of the City to provide adequate and affordable housing for a variety of income and ethnic groups, promote local businesses to support those residents, increase employment, decrease crime and expand the tax base.

Explanation: The Applicant will provide further development and redevelopment in an area of the City where redevelopment has occurred in recent years and is ongoing. The proposed development plan will increase the housing opportunities along the Hillsboro Boulevard corridor in close proximity to employment opportunities. The additional residents will help support the existing businesses in the area. The Applicant will pay any affordable housing impact fees that are applicable to Broward County land use plan amendments that add more than 100 dwelling units to the land use plan. The amount of this financial contribution will be determined in conjunction with both the City and County during the land use plan amendment process. The Applicant proposes to designate any affordable housing impact fee to the City for its affordable housing programs. The Applicant will enter into a declaration that will be recorded in the public records specifying this financial contribution. This declaration will be recorded prior to the recertification of the City's land use plan including the proposed amendment. The financial contribution made by the Applicant can be used by the City to implement any existing or new programs that the City uses to redevelop blighted and deteriorated section of the City to provide adequate and affordable housing in the City.

Policy FLU 3.1.4: Implement programs which provide for the elimination of inadequate housing and rehabilitation and redevelopment of adequate and affordable housing for persons of low and moderate income.

Explanation: As described above, this land use plan amendment will increase the supply of affordable housing because the Applicant will contribute an agreed amount to the City

that can be used to implement the existing and future programs that the City uses to eliminate inadequate housing and rehabilitate and redevelop affordable housing for persons of low and moderate income.

8. LAND USE COMPATIBILITY

Describe how the amendment is consistent with existing and planned future land uses in the area (including adjacent municipalities and/or county jurisdictions). Identify specific land development code provisions or other measures that have or will be utilized to ensure land use compatibility.

The City of Deerfield Beach Comprehensive Plan includes an objective and related policies that address land use compatibility. The objective is stated as follows:

Objective FLU 1.2: Develop and implement land use programs to encourage elimination or reduction of existing uses inconsistent with the community's character and adopted future land uses.

The policies associated with the above objective provide the framework for the land use programs that will eliminate or reduce occurrences of incompatible land uses within the City. These policies are discussed individually as it relates to the compatibility of the proposed land use plan amendment with the community's character and long range plans for the area.

Policy FLU 1.2.1: The application for land use amendments shall include an explanation of compatibility with surrounding, land uses.

Explanation: The Subject Property is located at the southeast quadrant of I-95 and Hillsboro Boulevard at one of the main gateways to the City. The current land use plan designation is Commercial on the City of Deerfield Beach Land Use Plan and Commerce on the County Land Use Plan. A variety of commercial uses are located to the north and east including a hotel, restaurants, office, and retail uses. I-95 is adjacent to the west property line. A city park and office uses are located to the east. Single family, quadraplex and office uses are located south of the Subject Property on the south side of Natura Boulevard. The additional office use proposed in this amendment is consistent and compatible with the non-residential uses in the area. The proposed Conceptual Master Plan for the Subject Property is provided as **Exhibit O** and demonstrates that special attention has been given to the lower density residential uses to the south by placing the proposed multi-family residential use are far away from the existing residential use as possible. The distance separating the existing residential area to the proposed multi-family is approximately 600 feet. The Applicant is requesting a land use plan amendment to facilitate development of a quality sustainable mixed-use residential and office development that will be an asset to the community.

Policy FLU 1.2.2: The City's Land Development Code shall prohibit the mixing of incompatible land uses.

Explanation: The City's Land Development Code specifies the permitted uses in each zoning category in order to eliminate mixing of incompatible land uses. The Applicant will request a rezoning to PDD which is the preferred zoning district for the requested land use plan designation. Office and residential are both permitted uses in the PDD zoning district which demonstrates that they are not incompatible land uses when the land development regulations are met. The PDD zoning designation will identify the buffers, transitions and setbacks that will create a development that is harmonious with the existing uses in the area.

Policy FLU 1.2.3: City Land Development Code shall require the protection of both existing and planned residential areas adjacent to lands designated as commercial or industrial.

Explanation: This land use plan amendment will result in a mixed-use development with multi-family residential and office uses. No high intensity commercial or industrial uses are proposed in the development plan that would have a negative impact on the existing uses in the area. Further, there are no heavy commercial or industrial uses in the area that are incompatible with the proposed residential uses. Therefore, the existing and proposed residential uses will not be negatively impacted by the existing or proposed nonresidential uses.

Policy FLU 1.2.4: The City shall minimize the impacts of potential incompatible land uses through requirements within its Land Development Code, such as buffering and setbacks.

Explanation: The Applicant will submit an application to rezone the Subject Property to PDD which is the most appropriate zoning district for the requested land use plan designation. This zoning district allows the City to require setbacks, perimeter buffers, landscaping, and architectural design as appropriate for the uses on and adjacent to the Subject Property. The Applicant has identified the approximate building locations and setbacks on the Conceptual Master Plan. The Applicant has placed the multi-family residential use as far away from the existing residential use as possible in order to protect the existing residential areas to the south of the Subject property. Specific dimensions for buffers, setbacks and transitions from the proposed multi-family and office uses to adjacent uses will be determined during the rezoning and site plan approval process. However, the Conceptual Master Plan provides for buffers and setbacks that are similar to those of the existing development in the area.

Policy FLU 1.2.5: Consistent with the Broward County Land Use Plan, the City shall protect from obstruction Federal Aviation Administration approved and locally adopted aircraft air corridors.

Explanation: The proposed development that will result from this land use plan amendment will not obstruct any aircraft air corridors.

For these reasons, the proposed development will be compatible with the surrounding neighborhood.

9. HURRICANE EVACUATION ANALYSIS

(Required for those land use plan amendments located in a hurricane evacuation zone as identified by the Broward County Emergency Management Division).

Provide a hurricane evacuation analysis based on the proposed amendment, considering the number of permanent and seasonal residential dwelling units (including special residential facilities) requiring evacuation, availability of hurricane shelter spaces, and evacuation routes and clearance times. The hurricane evacuation analysis shall be based on the best available data/modeling techniques as identified by the Broward County Emergency Management Division.

According to the Broward County Emergency Evacuation Map, the Subject Property is not located within an evacuation zone.

10. REDEVELOPMENT ANALYSIS

Indicate if the amendment is located in an identified redevelopment area (i.e., Community Redevelopment Agency, Community Development Block Grant). If so, describe how the amendment will facilitate redevelopment and promote approved redevelopment plans.

The Subject Property is not located within a Community Redevelopment Area.

11. INTERGOVERNMENTAL COORDINATION

Indicate whether the proposed amendment site is adjacent to other local governments. If so, please provide additional copies for the notification and/or review by adjacent local governments.

The Subject Property is not located adjacent to another local government.

12. PUBLIC PARTICIPATION

The Applicant held a public participation meeting on April 12, 2021 concerning the proposed land use plan amendment. Notices of this meeting were provided to City staff and mailed to all property owners within 500 feet of the Subject Property which is the same mailing radius used by the City for land use plan amendments. Only one (1) person

that was notified of the meeting participated, the General Manager of the Hampton Inn Deerfield Beach. There were no objections raised during the meeting.

13. DESCRIBE CONSISTENCY WITH HIGHLIGHTED REGIONAL ISSUES AND POLICIES OF THE BROWARD COUNTY LAND USE PLAN

The proposed amendment is consistent with the regional strategy of promoting “Smart Growth”. The Subject Property is a 16.5± acre site in the central portion of the City located at the intersection of two major transportation corridors: I-95 and Hillsboro Boulevard. The Subject Property is an infill site where public facilities exist and have adequate capacity to accommodate the demands associated with the proposed amendment. The proposed amendment also supports Smart Growth by repurposing a property and placing additional dwelling units that are needed to accommodate future population growth in an area that is currently served by two (2) transit routes and Tri-Rail. The public transit routes that pass directly in front of the Subject Property also stop at the Deerfield Beach Tri-Rail station on Hillsboro Boulevard. In addition, the proposed amendment provides for a mix of residential and office uses in close proximity of hotels and other nonresidential uses that are within walking distance. All these factors can help to reduce the amount of traffic on the regional roadway network and create a more sustainable development.

Specifically the Proposed amendment is consistent with the following policies of the County Land Use Plan:

POLICY 2.1.2 The land use categories depicted on the Broward County Land Use Plan Map are intended to protect established residential areas and encourage economic development and redevelopment.

Explanation: The proposed amendment will promote economic redevelopment of a property in an area that is experiencing new development and redevelopment activities. The residents living in the development will encourage economic development by supporting local businesses in the area. The proposed residential development is located are far away from the existing residential areas to protect those established residential areas.

POLICY 2.10.3 In order to prevent future incompatible land uses, the established character of predominately developed areas shall be a primary consideration when amendments to the Broward County Land Use Plan are proposed.

Explanation: The existing character of the developed area surrounding the Subject Property consists of a variety of commercial uses along Hillsboro Boulevard and a park, office, and multi-family residential uses along Natura Boulevard. The proposed amendment provides for maintaining and adding additional office square footage which is an established use on the Subject Property and in the surrounding area. The Conceptual Master Plan included with this application demonstrates that the proposed multi-family residential uses are proposed to be as far away as possible from the existing lower density residential areas to the south of the Subject Property.

POLICY 2.14.7 Broward County and its local governments shall consider the individual and cumulative impacts of land use plan amendments on the existing and planned transportation facilities within the County.

Explanation: A traffic study is provided and the analysis demonstrates the amendment will result in a decrease in daily traffic. The proposed amendment will add residential units and offices to an area already served by mass-transit routes, generating additional ridership for the routes adjacent to the site. Furthermore, the ultimate site plan will provide for safe circulation routes for pedestrians and bicycles to access the existing sidewalks adjacent to the Subject Property, providing direct access to mass transit stops.

POLICY 2.15.2 Broward County and its local governments shall determine the consistency of land use plan amendments with their Public School Facilities Elements. The consistency finding shall address whether sufficient capacity is available, or anticipated within the short or long range planning horizon of their Elements, to accommodate the projected student impact of proposed amendments. As provided for within the Amended Interlocal Agreement for Public School Facilities Planning (ILA), the School Board of Broward County shall advise the County and local governments regarding the projected student impact of amendments and the availability of capacity at impacted schools.

Explanation: The analysis of the proposed amendment as included in this report documents that the schools that are assigned to the subject property all have capacity to accommodate the students generated by the additional dwelling units. The analysis includes the consistency analysis for the short and long term time-frames continued as required by the ILA.

POLICY 2.19.1 Broward County shall promote and encourage (re)development, and shall implement to the maximum extent feasible for those (re)development projects and lands owned by the County or within unincorporated areas, to take advantage of compact building design to preserve more open space, support a complete range of transportation choices, make public transportation viable, reduce public infrastructure cost and improve the health condition of residents and the wider community, in a manner generally consistent with the *Broward Complete Streets Guidelines*, or equivalent principles.

Explanation: This proposed amendment promotes and encourages redevelopment of a property that is located at a gateway to the city for those approaching from I-95. The proposed amendment will allow for redevelopment of an existing parking lot with a residential complex. The addition of the residential use provides for a more compact development pattern on the subject property and reduces public facility costs by taking advantage of existing public facilities that serve the subject property. The proposed amendment also promotes the health of the community by placing additional residents within walking distance of city recreational facilities. The conceptual plan also includes a complete pedestrian system that will connect uses on the subject property to each other and also connect uses to existing sidewalks system adjacent to and in the vicinity of the subject property.

POLICY 2.19.2 Broward County shall promote and encourage (re)development, and shall implement to the maximum extent feasible for those (re)development projects and lands owned by the County or within unincorporated areas, the creation of walkable sites, neighborhoods and community designs that are accessible to and address the needs of all users and support healthy lifestyles using public venues, inclusive of all modes of transportation in a manner generally consistent with the *Broward Complete Streets Guidelines*, or equivalent principles.

Explanation: This proposed amendment will result in a development that will transform a property with three (3) independent office uses into a mixed use development with fully integrated pedestrian paths that connect all uses to each other and to the existing public sidewalk. This pedestrian path will promotes a healthy lifestyle by providing safe pedestrian paths to the nearby city park.

POLICY 2.20.2 Provide a range of housing opportunities and choices, including those in the “medium” to “high” densities where compatible with the physical location and services needs of residents in all age and income groups.

Explanation: This proposed amendment will expand the mix of uses and housing choices in the Hillsboro Boulevard corridor by providing a quality residential development in the medium density range. The development will provide sidewalks on the Subject Property that connect to the existing sidewalks in the area to provide for safe pedestrian connections to the mass transit, schools, shopping, employment, and recreation areas in the neighborhood. The location for this development provides access to a number of transportation choices such as personal vehicles, busses, and rail service. In addition, residents will have the opportunity to walk to shopping, recreation and other activity centers in the neighborhood. Having a variety of transportation alternatives and a mix of uses in the area allow for residents of all ages and income limits to reside in the development.

POLICY 2.20.6 Broward County shall promote and encourage, and shall implement to the maximum extent feasible for those (re)development projects and lands owned by the County or within unincorporated areas, mixed land uses serviced by a variety of transportation modes within an integrated transportation network, and link intensive development to existing or planned pedestrian, bicycle and public transportation nodes or corridors.

Explanation: This proposed amendment will result in a mixed use redevelopment that will replace standalone office buildings with a mix of uses that are fully integrated with an onsite pedestrian circulation system that will connect the existing uses to each other and to the adjacent public sidewalks. These public sidewalks also provide for safe pedestrian circulation routes to the Broward County transit system. The proposed development will also accommodate bicycle facilities on the Subject Property to encourage bicycle use.

POLICY 2.20.9 Broward County shall promote and encourage community and stakeholder collaboration using innovative methods of involving residents in visioning and planning for new development.

Explanation: The City and the applicant have used innovative methods to encourage community participation in the approved process. The current restrictions related to the COVID pandemic required the applicant to use virtual community meetings to engage the community in the amendment process. The applicant provided mailed notice of a community meeting on April 12. Addition meetings will be held during the rest of the land development approval process.

POLICY 2.20.13 Adopt, implement and encourage provisions, incentives and methods to reduce future per capita use of natural and non-renewable resources such as water and fossil-fuel energy, and reduce the production of potentially harmful waste materials.

Explanation: This amendment will provide an incentive to reduce the future per capital use of nonrenewable resources by placing residential uses on the same property with employment opportunities. This mix of uses will encourage residents to live and work in a location that does not require use of a personal vehicle and conserve the associated non-renewable resources.

14. CONSISTENCY WITH GOALS, OBJECTIVES AND POLICIES WITH THE CITY OF DEERFIELD BEACH LAND USE PLAN

GOAL FLU 1.0: Ensure that development and redevelopment occurring in the City achieves and maintains a functional mix of residential, commercial, industrial and recreational land uses.

Explanation: The Applicant believes that in order to provide a function mix of residential, commercial, industrial and recreational land uses, there should be a sufficient amount of land in each of the land use categories to accommodate the existing and projected population of the City. South Florida has recently seen an increase in the amount of people and businesses moving to the area from northern high tax states. This migration was not anticipated when the City's Comprehensive Plan was last updated and as such the Future Land Use Map does not have sufficient residential land to accommodate the unanticipated growth. This redevelopment plan provides for the addition of residential land in the City to accommodate the additional people moving here and maintain a functional mix of land uses on Future Land Use Map. This proposed amendment will facilitate a redevelopment plan that provides for additional dwelling units and office space on an underutilized parcel. This redevelopment plan provides for a functional mix of residential and office uses and a more sustainable development pattern by placing residential and employment opportunities on the same property and maximizing the use of land. The redevelopment plan provides for improved traffic circulation on the Property and provides enhanced pedestrian connectivity to improve the function mix of resident and office uses. The redevelopment plan also provides for public space at the corner of Natura Boulevard and Hillsboro Boulevard so that the Property has an enhanced connection to the employees and residents in the area.

Objective FLU 1.1: Establish development and redevelopment programs, which provide the opportunity for a wide range of individuals and families to reside, work, shop, relax and play safely in the city.

Explanation: This amendment will provide for redevelopment of an office complex with the addition of residential units. The proposed development will provide individuals and families with safe pedestrian connections within the Subject Property and to the recreation facilities, commercial uses and transit in the area. The Subject Property is served by several mass transit routes, including Tri-Rail. For these reasons, the proposed redevelopment will expand housing opportunities for individuals and families in a location that provides connectivity to shopping, recreation and employment opportunities in the City.

POLICY FLU 1.1.9: The City shall continue to provide for a variety of housing densities in the Future Land Use Plan.

Explanation: The Applicant is proposing 21.82 dwelling units per acre on the Subject Property in order to increase the housing density and housing types available to residents in the City in support of this policy.

POLICY FLU 1.2.1: The application for land use amendments shall include an explanation of compatibility with surrounding land uses.

Explanation: The Subject Property is located at the southeast quadrant of I-95 and Hillsboro Boulevard. The current land use plan designation is Commercial on the City of Deerfield Beach Land Use Plan and Commerce on the County Land Use Plan. A variety of commercial uses are located to the north and east including a hotel, restaurants, office, and retail uses. I-95 is adjacent to the west property line. A city park and office uses are located to the east. Single family, quadraplex and office uses are located south of the Subject Property on the south side of Natura Boulevard. The additional office use proposed in this amendment is consistent and compatible with the non-residential uses in the area. The proposed Conceptual Master Plan for the Subject Property is provided as **Exhibit O** and demonstrates that special attention has been given to the lower density residential uses to the south by placing the proposed multi-family residential use as far away from the existing residential use as possible. The distance separating the existing residential area to the proposed multi-family is approximately 600 feet. The Applicant is requesting a land use plan amendment to facilitate development of a quality sustainable mixed-use residential and office development. .

OBJECTIVE FLU 1.3: Encourage the further development and use of innovative land development regulations which provide for planned unit developments, planned industrial developments, and other mixed land use development techniques.

Explanation: The proposed amendment will support this objective by rezoning the Subject Property to the Planned Development District.

POLICY FLU 1.4.1: The City's subdivision regulations shall incorporate a review process for assessing the adequacy of public services and facilities. New residential development shall be established only within those areas where adequate public services and facilities exist, or are scheduled to be available in accordance with the City's adopted Capital Improvements element.

Explanation: This proposed amendment will facilitate a residential development in an area where public facilities are available to serve the anticipated demand. This application documents that there is adequate capacity in the public infrastructure systems to accommodate the additional development. A further analysis of the public services and facilities will be conducted during the rezoning, site plan and plat review processes consistent with this policy.

Objective FLU 1.7: Promote mixed-use land development patterns which combine residential and nonresidential uses to achieve an attractive, well integrated, and pedestrian and transit friendly environment through the establishment of Mixed Use – Residential land use categories consistent with the Broward County Land use Plan.

Explanation: The Subject Property is currently developed with three (3) independent office buildings. This amendment will provide for redevelopment of the office complex with a mix of residential units and office buildings. The Conceptual Master Plan that is included with this application demonstrates that these uses will be well integrated by safe pedestrian paths will link the uses in the development plan and provide pedestrian connections to the existing pedestrian facilities in the area. The Subject Property is served by several mass transit routes, including Tri-Rail. The proposed development will provide a mixed use development with safe pedestrian connections to the existing adjacent sidewalks to create a pedestrian and transit friendly environment.

POLICY FLU 1.7.1: Provide for residential mixed land use designations which allow a combination of residential, commercial, employment based and other appropriate uses as described in the permitted uses section of this Plan.

Explanation: This amendment will provide for redevelopment of an office complex with the addition of residential units in support of this policy. An analysis is provided below to document how the proposed mixed-use development plan meets the criteria outlined in the permitted uses section of the Land Use Plan.

POLICY FLU 1.7.2: A Mixed-Use Residential land use designation may allow low, medium, medium high, or high intensity Mixed Use-Residential. Residential use will be a permitted use within each mixed land use category.

Explanation: The Subject Property contains 16.5 gross acres and the applicant is proposing 360 residential units and office use. This request is for an amendment to the Mixed Use Medium-High 25 Residential category to provide for residential units at a density of 21.82 dwelling unit per acre ($360 \div 16.1 = 21.82$) along with office uses. The proposed uses, intensities and densities are permitted in the Mixed-Use Residential Medium-High 25 Residential land use category and so are consistent with this policy.

POLICY FLU 1.7.3: Design guidelines for mixed use development shall be established for inclusion in the Land Development Code. Such regulations shall promote urban form which:

- Creates well integrated land use combinations,
- Balances intensity and density,
- Promotes the safe interconnectivity of vehicular, pedestrian and other non-motorized movement
- Integrates the public realm through open space, urban public plazas and/or recreational areas, and
- Ensures a mixed use development compatibility with adjacent land uses and adjacent adopted Future Land Use Designations.

Explanation:

- Creates well integrated land use combinations - The Conceptual Master Plan demonstrates that there will be a well integrated land use combination because the development plan provides for the location of residential and employment opportunities on the Subject Property.
- Balances intensity and density - The tables provided on the Conceptual Master Plan and restated below document that there is a balance of density and intensity of uses because the required density and intensity standards of the requested land use plan designations are met.

Proposed Use	Square Footage of Use	FAR Based on Net Site Area*
Residential	466,280 sq. ft.	.76
Office	239,672 sq. ft.	.39
Total	705,952 sq. ft.	1.16

*Net Site Area = 14 acres x 43,560 sq. ft./acre = 609,840 sq. ft.

Proposed Use	Percentage of Use	Square Footage of Use
Residential	38.23%	466,280 sq. ft.
Office	19.65%	239,672 sq. ft.
Total	100%	705,952 sq. ft.

Proposed Use	Gross Acres	Density
350 Residential Units	16.5	21.2 dwelling units/acre

- Promotes the safe interconnectivity of vehicular, pedestrian and other non-motorized movement – The Conceptual Master Plan demonstrates that the uses on the Subject Property will be connected through safe pedestrian paths that connect the uses to one and other and to the adjacent public sidewalks. The vehicular circulation system will be modified to create a more logical vehicular flow. The rezoning and site plan will also provide for the integration of bicycle facilities to encourage the use of nonmotorized transportation.
- Integrates the public realm through open space, urban public plazas and/or recreational areas - The Conceptual Master Plan also provides for plazas that will be available to those who live and work in the development and also to the general public. One of these plazas is located at a very visible location on the Subject Property to create a sense of place for the community.
- Ensures a mixed use development compatibility with adjacent land uses and adjacent adopted Future Land Use Designations - The current land use plan designation is Commercial on the City of Deerfield Beach Land Use Plan and Commerce on the County Land Use Plan. The adjacent future land use designations on the surrounding properties are provided below:
 - North: Commercial, Recreation Open Space
 - East: Commercial, Recreation Open Space
 - South: Commercial, Residential Moderate 10, Recreation Open Space
 - West: Transportation

A variety of commercial uses are located to the north and east including a hotel, restaurants, office, and retail uses. I-95 is adjacent to the west property line. A city park and office uses are located to the east. Single family, quadraplex and office uses are located south of the Subject Property on the south side of Natura Boulevard. The additional office use proposed in this amendment is consistent and compatible with the non-residential uses in the area because offices are an established use in the area. The proposed Conceptual Master Plan demonstrates that special attention has been given to the lower density residential uses to the south by placing the proposed multi-family residential use are far away from the existing residential use as possible. The distance separating the existing residential area to the proposed multi-family is approximately 600 feet.

POLICY FLU 2.0: Ensure that facilities and services necessary to serve the adopted future land use plan and the anticipated population, taking into consideration both permanent and seasonal (including tourist), are provided as development occurs.

Explanation: The analysis provided demonstrates that the proposed amendment is needed to accommodate the unanticipated future permanent and seasonal population projections. The analysis also demonstrates that public facilities have adequate capacity to accommodate the demand from the proposed dwelling units and office uses.

POLICY FLU 2.1.1A: The City shall maintain a level of service standard for each public facility located within its jurisdiction for which it has the authority to issue development orders or development permits.

Explanation: The analysis provided demonstrates that the public infrastructure systems can accommodate the proposed dwelling units and meet the adopted level of service standards.

POLICY FLU 2.1.6: The City shall issue development orders and permits for future development and redevelopment only if public facilities necessary to meet level of service standards (which are adopted as part of the Capital Improvements Element of this plan) are available concurrent with the impacts of the development.

Explanation: The analysis provided demonstrates that the public infrastructure systems can accommodate the proposed dwelling units and office uses and meet the adopted level of service standards. Additional analysis of the infrastructure systems in the area will be conducted during the site plan approval process to ensure that the adopted level of service standards are met prior to issuance of a building permit.

Objective FLU 2.3: Discourage urban sprawl and encourage a separation of urban and rural land uses by directing new development into areas where necessary regional and community facilities and services exist.

Explanation: The proposed amendment will facilitate redevelopment of a parcel where regional and community facilities and services exist and can accommodate the proposed development. The Subject Property has direct access to several mass transit routes that will encourage mass transit ridership.

GOAL FLU 8.0: Promote and implement appropriate land uses and development patterns consistent with smart growth principles, (as defined by the Smart Growth Network and listed below), to maximize natural and socioeconomic resources, and to preserve and improve the health, safety and welfare of the City's residents and visitors.

Ten Principles of Smart Growth

1. Mix land uses.
2. Take advantage of compact building design.
3. Create a range of housing opportunities and choices.
4. Create walkable neighborhoods.
5. Foster distinctive, attractive communities with a strong sense of place.
6. Preserve open space, natural beauty, and critical environmental areas.
7. Strengthen and direct development towards existing communities.
8. Provide a variety of transportation choices.
9. Make development decisions predictable, fair, and cost effective.
10. Encourage community and stakeholder collaboration in development decisions.

Explanation: The proposed redevelopment plan promotes smart growth principles in the following manner:

1. Mix land uses. – The proposed redevelopment plan provides for a mix of office and residential uses.
2. Take advantage of compact building design. The proposed redevelopment plan provides for development on an existing parking lot that promotes a more compact building design.
3. Create a range of housing opportunities and choices. – The proposed redevelopment plan provides for housing opportunities in the Hillsboro Boulevard corridor at a medium density to expand the housing opportunities and choices in the area.
4. Create walkable neighborhoods. – The proposed redevelopment plan provides for a walkable development by providing safe pedestrian paths on the site and also connects to the existing sidewalks that surround the site.
5. Foster distinctive, attractive communities with a strong sense of place. – The redevelopment plan includes a plaza at the northeast corner of the Subject Property and another internal plaza. These areas will create a strong sense of place for the development. The architectural details for the redevelopment plan haven't been determined at this time but it is the Applicant's intent to create a distinctive and attractive building design that will create an iconic entrance to the City from I-95.
6. Preserve open space, natural beauty, and critical environmental areas. - The Subject Property is already development and there aren't any significant open spaces or environmental areas that need to be preserved.
7. Strengthen and direct development towards existing communities. - This proposed amendment directs redevelopment to an existing developed property with available infrastructure
8. Provide a variety of transportation choices. – The proposed uses on the property will benefit from a number of transportation choices that are accessible for travel within the area and the region. The development will have safe and extensive pedestrian paths on the Subject Property to provide for pedestrian movement on the Subject Property with connectivity to the public sidewalks in the area. Mass transit routes serve the Subject Property that provided transit service in the City and Broward County with connectivity to Palm Beach and Miami-Dade Counties. A Tri-Rail station is located approximately ½ mile from the Subject Property which provides train service within the tri-county area.
9. Make development decisions predictable, fair, and cost effective. The City has developed a Land Development Code and land development approval process that help to make development decisions predictable, fair, and cost effective for all stakeholders in the community.
10. Encourage community and stakeholder collaboration in development decisions. - The Applicant has taken steps to engage the community in the development approval process and will continue to do so during the rest of the process.

2.6.1 PERMITTED USES IN FUTURE LAND USE CATEGORIES

Text omitted for brevity.

MIXED USE — RESIDENTIAL

Within the mixed use — residential categories, urban form could include several variations; vertical mixed use, where commercial/retail uses are located on the ground floor with residential uses located on upper floors. It may also include horizontal (attached) mixed use; where separate uses are located side by side in the same building. In addition, it may include horizontal (detached) mixed use; where separate uses are located in separate buildings within the same site.

a. Density and Intensity Standards

Mixed Use Areas may be designated on the Future Land Use Plan according to four ranges of density and intensity:

- The Low 5 Mixed Use (permits up to 5 residential dwelling units per gross acre and a FAR of 1.0 for combined development — residential and nonresidential).
- The Medium 16 Mixed Use (permits up to 16 residential dwelling units per gross acres and a FAR of 1.5 for combined development — residential and nonresidential).
- The Medium-High 25 Mixed Use (permits up to 25 residential dwelling units per gross acre and a FAR of 2.0 for combined development — residential and nonresidential).
- The High 50 Mixed Use (permits up to 50 residential dwelling units per gross acre and a FAR of 2.5 for combined development — residential and nonresidential). This category of density shall only be available for properties located west of the Intracoastal Waterway.

The residential density shall not exceed the units per acre and the floor area ratio permitted. There is a minimum of two uses required within the development and a minimum percentage of 10 percent for any one use. Residential development is a required use. These categories may be applied to parcels up to fifty gross acres in size.

For example, a development on a one gross acre (43,560 s.f.) within an M/U Low Intensity -5 category with a FAR of 1.0 could be represented as follows:

Gross Site Area = 1.0 acre (43,560 s.f.); Net Site Area = 0.9 acre (39,204 s.f.)

Use	Percentage of Use	Square Footage of Use
Residential	25.5%	5 Units $\times$ 2,000 s.f. = 10,000 s.f.
Non-residential	74.5%	39,204 — 10,000 = 29,204 s.f.
Total	100%	39,204 s.f.

Floor area ratio calculations are based on Net Site Area. Net Site Area is the entire acreage of the site located inside the parcel boundary.

Residential density is based on gross acreage as defined in the Plan Implementation Requirements of the Broward County Land Use Plan.

Explanation: The tables provided below demonstrate how the proposed Conceptual Master Plan meets the density and intensity standards of the Medium-High 25 Mixed Use – Residential land use category.

Proposed Use	Percentage of Use	Square Footage of Use
Residential	38.23%	466,280 sq. ft.
Office	19.65%	239,672 sq. ft.

Total	100%	705,952 sq. ft.
-------	------	-----------------

Proposed Use	Square Footage of Use	FAR Based on Net Site Area*
Residential	466,280 sq. ft.	.76
Office	239,672 sq. ft.	.39
Total	705,952 sq. ft.	1.16

*Net Site Area = 14 acres x 43,560 sq. ft./acre = 609,840 sq. ft.

Proposed Use	Gross Acres	Density
350 Residential Units	16.5	21.2 dwelling units/acre

b. Design Guidelines

The design guidelines for Mixed Use — Residential shall promote an urban form which creates well integrated land use combinations, balances intensity and density, promotes the safe, interconnectivity of vehicular, pedestrian and other non-motorized movement and promotes the public realm. These guidelines may include;

- Buildings should front the street (zero or minimum setbacks are preferable).
- Vehicle parking strategies which lessen conflicts with bicycles and pedestrians and promote transit usage (i.e. parking structures, off-site parking, reduced parking ratios, shared parking facilities and parking which does not front the street).
- Other design features which promote transit (e.g. integrated transit stop, shelter or station on site).
- A circulation system designed to strengthen bicycle and pedestrian connectivity to all areas of the site/area, including recreation areas, parks, adjacent uses, transit facilities and activity nodes.
- Integration of the public realm through open space or urban public plazas and/or recreational areas.
- The physical separation, such as walling off neighborhoods from adjacent development or roadways, is discouraged where it disrupts the connectivity of compatible uses, pedestrian and/or bicycle access. If a buffer is necessary, adequate landscaping could be used in place of a continuous wall.

Design guidelines shall ensure a mixed use development is compatible with surrounding land uses and/or adjacent adopted Future Land Use Plan designations. These guidelines should address the following:

- Complement and support adjacent existing land uses and/or adopted Future Land Use Plan designations through the effective use of density, massing and other design elements.
- Protect the integrity of existing single family neighborhoods through design elements which maintain consistency and/or improve the aesthetic quality of the neighborhood. (i.e. maintaining an architectural style or quality of building materials and construction predominant in the neighborhood).
- Promote connectivity, open space pedestrian and other non-motorized networks and landscaped streetscapes.
- Incorporate designs which are environmentally sensitive (i.e. reduction of impervious surfaces, alternative material for spillover parking).

Explanation: The next step in the land development approval process for this proposed development will be to work with the City to create a set of design guidelines that are unique to the Subject Property and result in a development that address the guidelines above.

c. Uses permitted under the Mixed Use — Residential categories

Under the Mixed Use — Residential categories, all uses which are permitted under the Residential, Commercial, Commercial Recreation, Community Facilities uses of this Plan may be applied, consistent with the Planned Development District (PDD) zoning designation.

Explanation: The Conceptual Master Plan provides for a mix of residential and office uses which are permitted uses in the Mixed Use-Residential categories.

15. PLAN AMENDMENT COPIES

- A. 3 hard copies and 10 digital copies (13 copies total) for the BCPC. (Please include additional copies, if Subject Property is adjacent to other municipalities and/or county jurisdictions). Additional copies June be requested by the Planning Council Executive Director after the initial application submittal.**

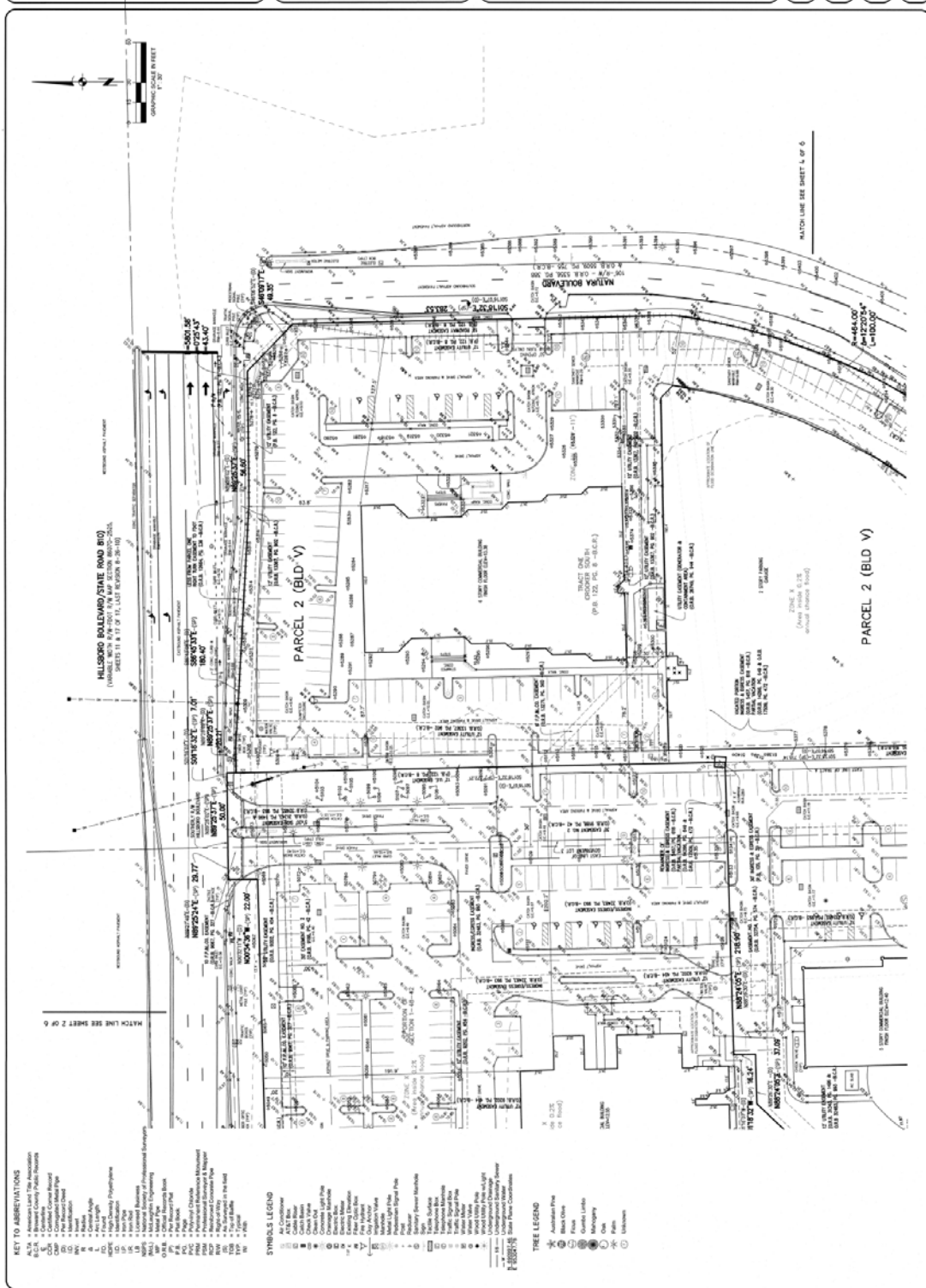
To be provided with transmittal to Broward County Planning Council.

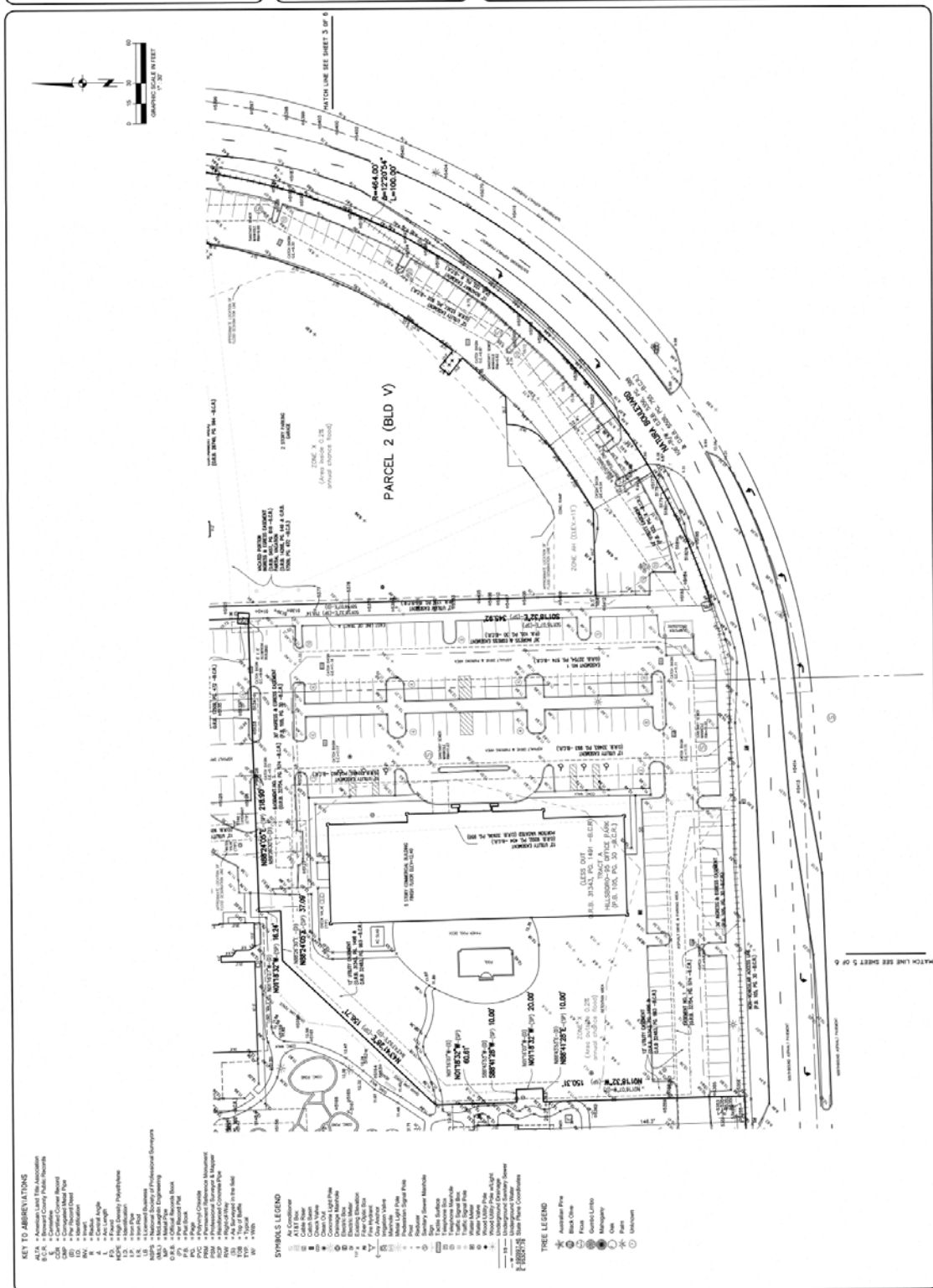
- B. If requesting concurrent transmittal to DEO, 1 hard copy and 10 digital copies (11 copies total), as required by DEO, of the corresponding local land use plan amendment application, including transmittal letter from municipality to DEO.**

To be provided prior to transmittal to DEO.

EXHIBIT A

Survey of Subject Property





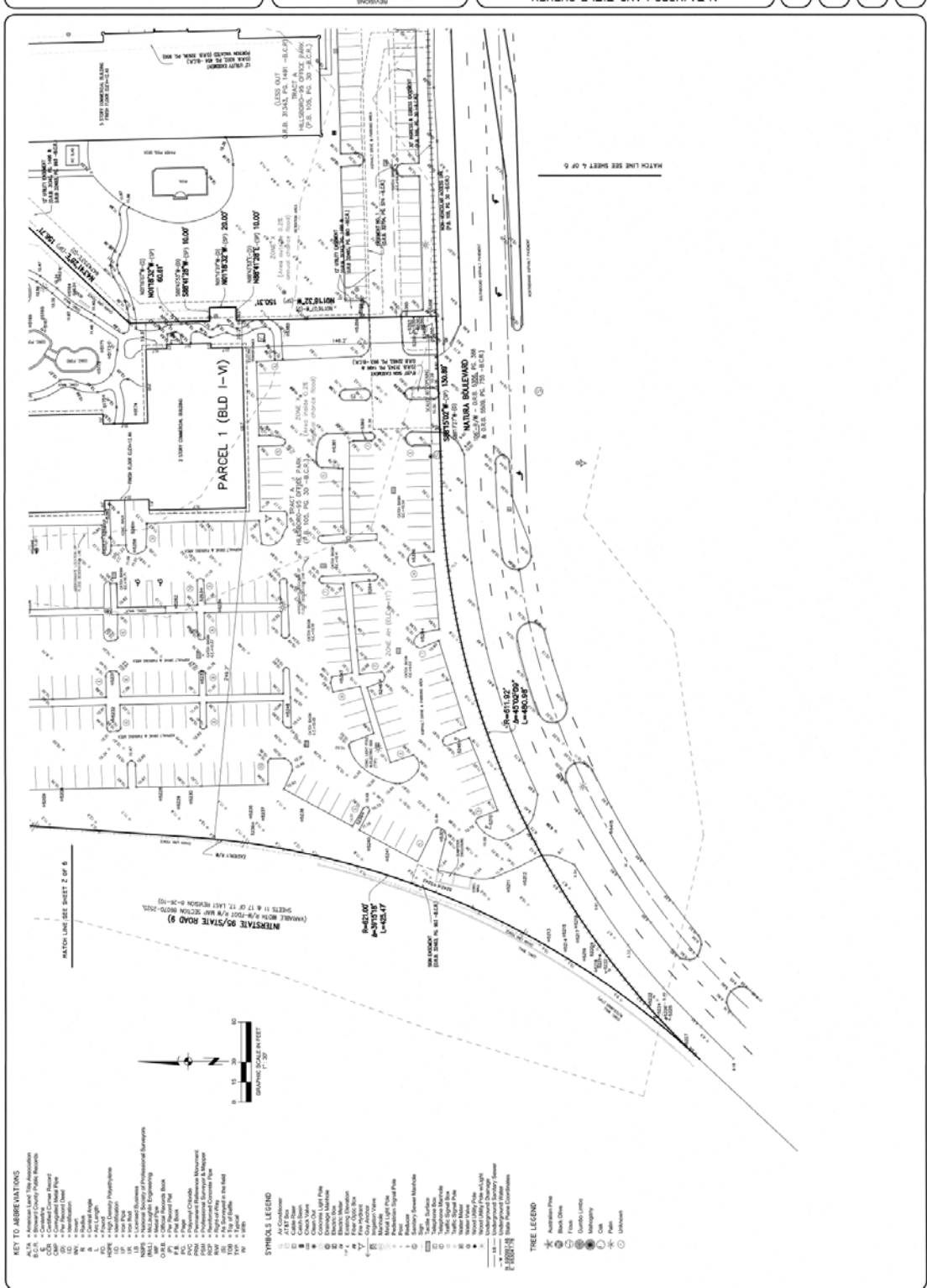


EXHIBIT B

Location Map

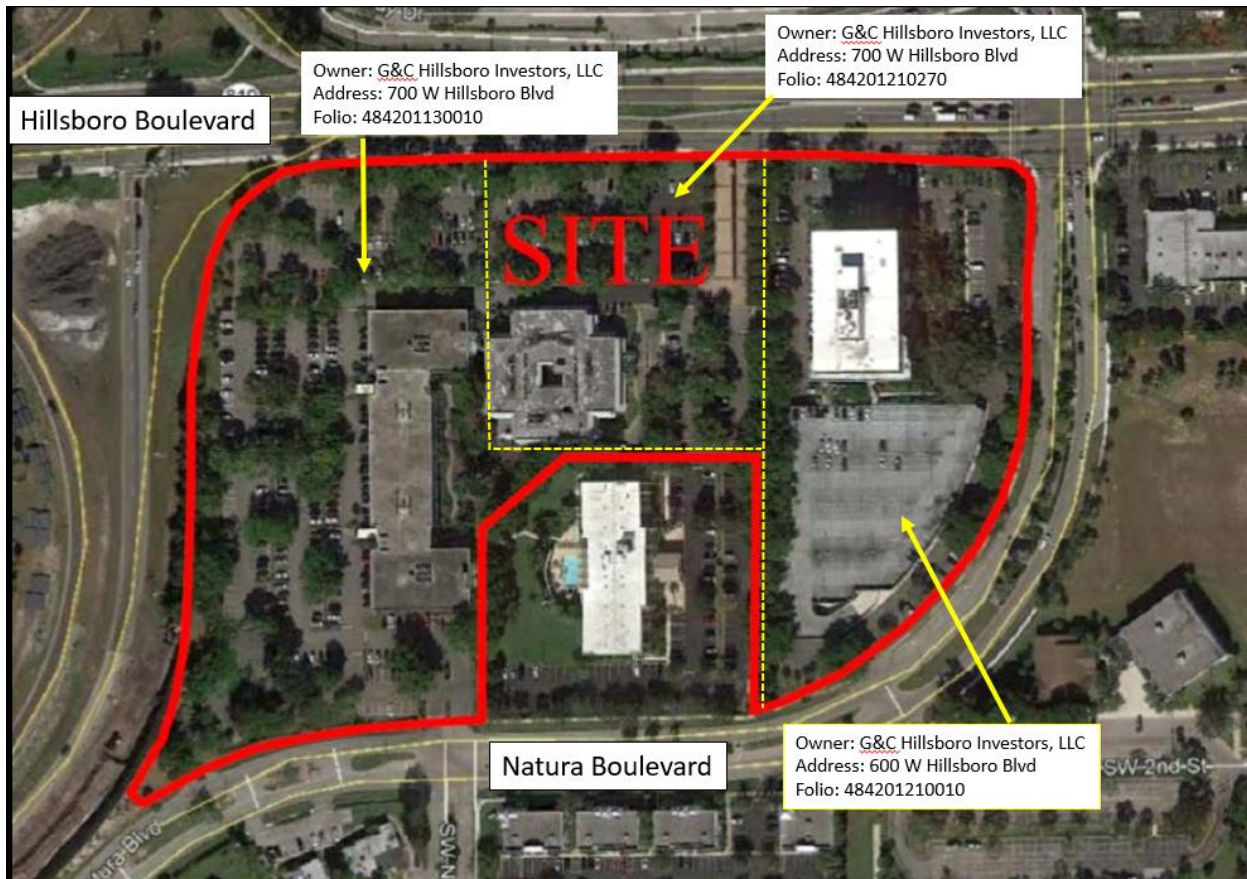


EXHIBIT C

Current Land Use Plan Designation

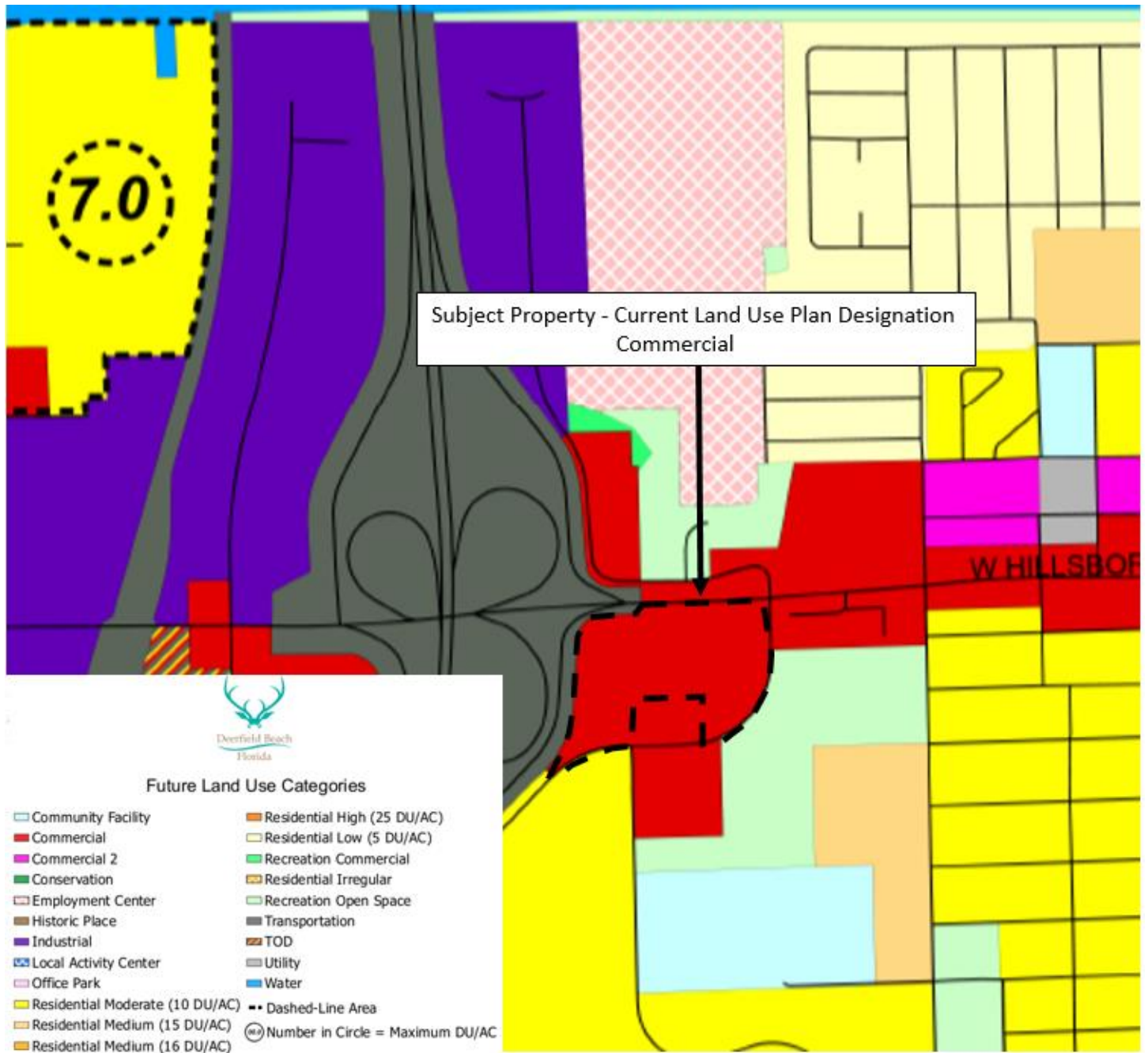


EXHIBIT D

Proposed Land Use Plan Designation

EXHIBIT E

Potable Water Service Correspondence



April 16, 2021

Cynthia A. Pasch, AICP
Greenspoon Marder LLP
200 East Broward Boulevard
Suite 1800
Fort Lauderdale, FL 33301

Re: Land Use Plan Amendment Verification of Potable Water and Wastewater Service

Dear Ms. Pasch:

The Potable Water Service language in your correspondence dated December 9, 2020 for the referenced property located at the southeast corner of Hillsboro Boulevard and I-95 is consistent with the City Code and Comprehensive Plan. Please note the expiration date of our South Florida Water Management Withdrawal Permit is March 14, 2029, not 2019.

Similarly, the waste water analysis is consistent with the comprehensive plan. While we verify the existence of these utilities, this does not alleviate the development's responsibility to analyze the existing utilities for adequacy to address demand. This analysis shall be performed at the time of site plan review. Be aware that off-site improvements may be required based on the condition/size of the existing utilities as well as the capacity at the Lift Station #17 to handle the added demand on the system.

If you have any questions or require additional information, please feel free to contact me.

Sincerely,

 Digitally signed by
Priscilla M Cygielnik
Date: 2021.04.16
14:34:45 -04'00'

Priscilla Cygielnik, P.E.
Assistant Director for Engineering and Operations

EXHIBIT F

Sanitary Sewer Service Correspondence



Public Works Department • Water and Wastewater Services
WATER AND WASTEWATER ENGINEERING DIVISION
2555 West Copans Road • Pompano Beach Florida 33069
PHONE: 954-831-0745 • FAX: 954 831-0798/0925

April 15, 2021

Cynthia A. Pasch, AICP
PNC Building
200 East Broward Blvd., Ste. 1800
Fort Lauderdale, Florida 33301

**RE: ABILITY TO PROVIDE POTABLE WATER & WASTEWATER SERVICE TO
SE CORNER OF HILBORO BLVD AND I-95 IN THE CITY OF DEERFIELD BEACH**

Dear Ms. C. Pasch:

Reference is made to your April 13 email regarding the ability of Broward County Water & Wastewater Services (WWS) to provide wastewater services to the referenced development located within the City of Deerfield Beach.

Nothing in this letter reserves capacity for the referenced development.

WASTEWATER TREATMENT

The referenced development's wastewater will be treated at North Regional Wastewater Treatment Plant (NRWWTP).

The referenced development is expected to increase wastewater demand from its current land use potential of 0.006 MGD to 0.044 MGD, for an increase of 0.038 MGD average day demand. The level of service standard for wastewater treatment plants is average day flow.

Treatment Plant

As of March 2021, the one-year average day flow for the NRWWTP was 74.6 MGD and committed capacity was 2.15 MGD average day flow, for a total of 76.75 MGD. Committed capacity means capacity for which construction permits have already been signed but the development is not yet generating demand.

The NRWWTPs permitted capacity is 95.00 MGD. Current available treatment plant capacity is 18.25 MGD (95.00 – 76.75). Current projections indicate capacity will be sufficient and no further expansion of the plant is contemplated.

Broward County Board of County Commissioners
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org

Page 1 of 2

WASTEWATER COLLECTION SYSTEM PIPING

The referenced development is within the service area of the City of Deerfield Beach. Please contact them for information on the ability of their wastewater collection system piping to provide the required level of service.

Please contact me at (954) 831-0968 or mmanrique@broward.org if you have any questions.

Sincerely,


Mario Manrique, E.I.
Plan Reviewer

MM/bgb

c: Rolando Nigaglioni, P.E., Planning and Development Manager
File: Rezoning and Land Use Plan Amendments

EXHIBIT G

Solid Waste Service Correspondence



Via Email: cynthia.pasch@gmlaw.com

Cynthia A. Pasch, AICP Land Planner
GREENSPOON MARDER, LLP.
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 3330

Re: Land Use Plan Amendment Verification of Solid Waste Service.

Dear Miss Pash:

Thank you for providing us with the information on the net impact on solid waste demand from the Land Use Plan Amendment (Magnifier # 65A-CRD) located at the southwest corner of W. Hillsboro Blvd. and Natura Blvd.

I am pleased to inform you that the above Land Use Plan Amendment Verification of Solid Waste Service, has been reviewed by the Sustainable Management Dept. (Recycling and Solid Waste Division) and was found to be Acceptable as it relates to collection services.

Best Regards,

A handwritten signature in dark ink that reads "César E. Osegueda". The signature is fluid and cursive, with a large loop at the end.

César E. Osegueda
Safety & Code Compliance Specialist
Department of Sustainable Management
City of Deerfield Beach
401 SW 4TH St. Deerfield Beach, FL 33441
P: 954.480.9804

EXHIBIT H

Drainage Service Correspondence



April 16, 2021

Cynthia A. Pasch, AICP
Greenspoon Marder LLP
200 East Broward Boulevard
Suite 1800
Fort Lauderdale, FL 33301

Re: Land Use Plan Amendment Verification of Drainage

Dear Ms. Pasch:

The Drainage analysis in your correspondence dated December 4, 2020 for the referenced property located at the southeast corner of Hillsboro Boulevard and I-95 is consistent with the City Code and Comprehensive Plan. Be advised that without the benefit of a site plan to review, we cannot confirm the elevations you are indicating in your correspondence. The drainage level of service shall be in accordance with Deerfield Beach Ordinances Section 98-32. Finished floor elevation shall be in accordance with Deerfield Beach Ordinance Section 98-83 and Broward County 100-year Flood Map, the stricter will apply. Water Quality is in accordance with agencies having jurisdiction (i.e. State/county/district/city). Finally, there is an existing SFWMD permit for the eastern parcel; Application #:900713-5, Permit # 06-00426-S-08 which, if impacted by the proposed development, will require a modification.

Barring the above, we have no objection to any improvements planned for the area and will just require proper evidence of approval from agencies with jurisdiction and evidence of compliance with City Ordinance.

If you have any questions or require additional information, please feel free to contact me.

Sincerely,


**Priscilla M
Cygielnik**

Digitally signed by
Priscilla M Cygielnik
Date: 2021.04.16
14:53:10 -04'00'

Priscilla Cygielnik, P.E.
Assistant Director for Engineering and Operations

EXHIBIT I

Municipal Park Summary

Deerfield Beach Recreation and Open Space—2020 Update
November 9, 2020

The need for recreation and open space land uses is analyzed by the acres of park land per 1,000 permanent and projected residents. The 1977 Broward County Land Use Plan outlined minimum standards for Community and Regional Parks, which are still in place today. Municipal governments are responsible for providing a minimum of three (3) acres of Community and Regional Parks within the city limits, while Broward County is responsible for providing three (3) acres of Regional parks per 1,000 residents county-wide.

Applying Broward County's 2020-2045 current population estimates (including group quarters), the table below displays the acreage for community parks per 1,000 permanent residents for the existing and 2045 projected Deerfield Beach population. The 382.93 acres of 2020 park acreage is in accordance with the guidelines for community parks outlined in the 2017 Broward County Comprehensive Plan.

Land Use Amendment LUPA #63A amended the boundaries and density of the Century Village 'Dashed Line Area' (DLA) on the City of Deerfield Beach Future Land Use Map. The amendment to the boundaries of the DLA corresponds with the boundaries on the County's Future Land Use Map. Additionally, the amendment changed the maximum allowable density from 11.3 dwelling units per acre (du/ac) to 12.58 du/ac within the DLA to match the density that has been constructed. There are no new dwelling units or development as a result of this amendment. The amendment was adopted by the City Commission on August 4, 2020.

The totaled current and allowed park acres have been revised per the County's 2020 - 2045 population estimates. No change to the total current and allowed park acres, required acreage or 'Recreation and Open Space Inventory' table occurs as a result of the adopted amendment.

Based on the difference between the required and allowable acreage in the 'Recreation and Open Space Inventory' table on the following page, the City will have a surplus of 118.98 gross acres of recreation and open space acreage at the LOS of 3 acres per 1,000/residents by 2045.

PROJECTED RECREATION ACREAGE PER PERSON 2020 - 2045

Date	Population	Recreation Acreage (Per FLU Map)	Acres per Thousand LOS
2020	78,912	382.93	4.85
2030	89,381	382.93	4.28
2045	93,188	398.54	4.28

RECERTIFIED: 12/12/19
EFFECTIVE: 11/18/20

**Deerfield Beach
Recreation and Open Space Inventory**

2020 Required Park Acreage @ 3 Acres/1000 residents: 236.74 (gross acres)

2045 Required Park Acreage @ 3 Acres/1000 residents: 279.56 (gross acres)

City Parks	Acres (per FLU map)	Allowable Acreage	Notes
Mini Parks			
451 SE 19 Ave	1.49	1.49	
SE 19 Ave Median Park	0.50	0.50	
Sullivan Park	2.51	2.51	
Mayo Howard Park	5.93	5.93	
Crystal Heights Mini Parks (4)	0.85	0.85	
Intracoastal Public Access			
NE 7 ST	0.11		Zoned RM-10
NE 5 ST	0.20		Zoned RM-10
NE 3 ST	0.23		Zoned RM-25
NE 2 ST	0.15		Zoned RM-25
SE 2 ST	0.19		Zoned RS-5
SE 4 ST	0.20		Zoned RS-5
SE 8 ST	0.15		Zoned RM-25
SE 10 ST	0.08		Zoned RM-25
Total	1.31		
Neighborhood Parks			
McKeithen Park	9.17	9.17	
Ecdar Park	3.40	3.40	
Constitution Park	9.36	9.36	
Villages of Hillsboro Park	10.72	10.72	
Crystal Heights Parks (3)	5.98	5.98	
Park in Tallman Pines (2004 annex)	2.11	2.11	
Community Parks			
Pioneer Park	24.95	24.95	Cemetery Includes 14.2 ac required for Pioneer Grove LAC.
Westside Park	23.49	23.49	
Pineview	8.49	8.49	cemetery
Projected TOD Park Acreage Required	2.94		2.94 in 2045 projected
Undeveloped Parks			
185 NE 6 CT	5.65	5.65	
Sand Pine Preserve	28.23	28.23	
500 SW 10 ST	2.54	2.54	
438 NW 4 AVE	0.47	0.47	
Natura Park	1.35	1.35	
Former Tam O'Shanter Golf Course Parcel X	49.65	49.65	
Hillsboro Tech Park	3.45	3.45	Owned by City
Branhilda Richardson Knowles Park (SE 2 nd Ave)	3.30	3.30	Owned by City – within Pioneer Grove LAC

School Sites			
Deerfield High School	37.22	15.34	
Deerfield Middle	30.71	14.93	
Zion Lutheran	12.98	7.21	
Quiet Waters Elementary	22.48	2.68	
Tedder Elementary	15.02	1.64	
Deerfield Beach Elementary	12.99	2.11	
Deerfield Park	9.96	2.35	
Park Ridge	10.16	2.10	
Beaches			
South Beach (Public)	8.42	8.42	
South Beach (Private)	4.67		
Central Beach (Public)	11.71	11.71	
Central Beach (Private)	2.31		
North Beach (Public)	7.69	7.69	
North Beach (Private)	4.28		
Golf Courses			
Century Village	25.66		
Deer Creek Country Club	148.00		
%15 of community park requirement		36.16	(41.93 in 2045 due to increased park LOS requirement)
Other Private Recreational Acreage			
Riverglenn Playground Park	0.94		Zoned PUD
Riverglenn Green Space	9.02		Zoned PUD
Riverglenn Recreation Facility	2.19		Zoned PUD
Waterways Recreation Facilities	6.37		Zoned PUD
Deer Creek Hillsboro Canal Park	2.74	2.74	
Hillsboro Canal Property	33.11	33.11	owned by SFWMD
Crystal Lake	153.19	18.82	*TAZ 34 and 35 pop. (25.72 in 2045 due to population increase)
Century Village Green Space	57.89		Owned by Century Village Master Mgmt.
County Open Space/Parks			
Helwig Park/Conservation Area	9.97		
Military Trail Park/Conservation	20.73		
Regional Parks			
Quiet Waters Park	466.33	10.00	
Deerfield Island Park	53.31	5.33	
Total Park & Open Space Acres	1389.20	Total Allowed	2020
		382.93	
		Total Allowed	2045
		398.54	
* Allowable acreage limited to 3 acres/1000 residents in the vicinity (TAZ 34 & 35)			Revised 11/09/2020 (LUPA #63A)

EXHIBIT J

Traffic Analysis

1) Identify the roadways impacted by the proposed amendment and indicate the number of lanes, current traffic volumes, adopted level of service, and current level of service for each roadway.

The roadway network that will be most impacted by the proposed amendment include three (3) east-west facility and three (3) north-south roadways. These impacted roadways include Hillsboro Boulevard, NW/NE 2nd Street, SW 10th Street, Military Trail, Natura Boulevard and Dixie Highway.

The number of lanes, current traffic volumes, adopted level of services, and current operating conditions (LOS) of the roadways located within the study area are documented in Tables 1a and 1b. Table 1a documents the existing conditions on all study roadways for daily conditions while Table 1b presents the current conditions during the critical PM peak hour. As shown in these two tables, all study roadways are currently operating at acceptable levels of services with the exception of Hillsboro Boulevard, between I-95 and Dixie Highway.

2) Identify the projected level of service for the roadways impacted by the proposed amendment for the short (2024) and long term (2040) planning horizons. Please utilize average daily traffic volumes and PM peak hour traffic volumes per Broward County Metropolitan Planning Organization plans and projections.

Tables 2a and 2b document the projected level of service for the roadways located near the proposed amendment. The short-term horizon year was assumed to be the year 2024 while the long-term planning horizon was assumed to be the year 2040. The 2024 and 2040 projected traffic volumes (AADT) and PM peak hour volumes were based on information contained in Broward County's Roadway Level of Service Analysis for 2019 and 2040.

3) Planning council staff will analyze traffic impacts resulting from the amendment. You may provide a traffic impact analysis for this amendment – calculate anticipated average daily traffic generation for the existing and proposed land use designations. If the amendment reflects a net increase in traffic generation, identify access points to/from the amendment site and provide a distribution of the additional traffic on the impacted roadway network and identify the resulting level of service change for the short (5 year) and long range planning horizons.

A trip generation comparison analysis was undertaken between the potential development under the current land use designation and the potential development under the proposed land use designation. The trip generation comparison analysis was based on the following assumptions:

MAXIMUM LAND USE AND INTENSITY – Existing Land Use Designation

- 165,000 square feet of commercial use

TABLE 1a Hillsboro Center Existing Traffic Conditions (Daily Volumes)							
Roadway	From	To	Number of Lanes	Roadway Capacity	Current AADT	Level of Service	
						Adopted	Current
Hillsboro Boulevard	Military Trail	I-95	6	59,900	51,000	D	C
	I-95	Natura Blvd	6	59,900	60,000	D	F
	Natura Blvd	Dixie Highway	6	59,900	60,000	D	F
	Dixie Highway	US 1	6	50,000	28,500	D	D
NW/NE 2nd Street	NW 3rd Avenue	NE 2nd Avenue	2	13,320	3,100	D	C
SW 10th Street	Military Trail	I-95	6	59,900	55,000	D	C
	I-95	Natura Blvd	6	56,905	34,000	D	C
	Natura Blvd	Dixie Highway	6	56,905	34,000	D	C
	Dixie Highway	US 1	4	32,400	25,500	D	D
Military Trail	SW 10th Street	Hillsboro Blvd	4	37,810	26,000	D	C
	Hillsboro Blvd	County Line	4	37,810	27,000	D	C
Natura Boulevard	SW 10th Street	Hillsboro Blvd	4	29,160	10,600	D	C
Dixie Highway	SW 10th Street	Hillsboro Blvd	4	39,800	16,800	D	C
	Hillsboro Blvd	County Line	4	37,810	19,200	D	C

Source: Broward County Metropolitan Planning Organization

TABLE 1b Hillsboro Center Existing Traffic Conditions (PM Peak Hour Volumes)							
Roadway	From	To	Number of Lanes	Roadway Capacity	Current Peak Hour Volume	Level of Service	
						Adopted	Current
Hillsboro Boulevard	Military Trail	I-95	6	5,390	4,845	D	C
	I-95	Natura Blvd	6	5,390	5,700	D	F
	Natura Blvd	Dixie Highway	6	5,390	5,700	D	F
	Dixie Highway	US 1	6	4,500	2,708	D	D
NW/NE 2nd Street	NW 3rd Avenue	NE 2nd Avenue	2	1,197	295	D	C
SW 10th Street	Military Trail	I-95	6	5,390	5,225	D	C
	I-95	Natura Blvd	6	5,121	3,230	D	C
	Natura Blvd	Dixie Highway	6	5,121	3,230	D	C
	Dixie Highway	US 1	4	2,920	2,423	D	D
Military Trail	SW 10th Street	Hillsboro Blvd	4	3,401	2,470	D	C
	Hillsboro Blvd	County Line	4	3,401	2,565	D	C
Natura Boulevard	SW 10th Street	Hillsboro Blvd	4	2,628	1,007	D	C
Dixie Highway	SW 10th Street	Hillsboro Blvd	4	3,580	1,596	D	C
	Hillsboro Blvd	County Line	4	3,401	1,824	D	C

Source: Broward County Metropolitan Planning Organization

TABLE 2a Hillsboro Center Future Traffic Conditions (Daily Volumes)							
Roadway	From	To	# of Lanes 2024/2040	Short Term (2024)		Long Term (2040)	
				AADT	LOS	AADT	LOS
Hillsboro Boulevard	Military Trail	I-95	6/6	51,310	C	52,300	C
	I-95	Natura Blvd	6/6	58,476	D	53,600	C
	Natura Blvd	Dixie Highway	6/6	58,476	D	53,600	C
	Dixie Highway	US 1	6/6	27,929	D	26,100	D
NW/NE 2nd Street	NW 3rd Avenue	NE 2nd Avenue	2/2	3,957	C	6,700	D
SW 10th Street	Military Trail	I-95	6/6	55,643	C	57,700	C
	I-95	Natura Blvd	6/6	36,571	C	44,800	C
	Natura Blvd	Dixie Highway	6/6	36,571	C	44,800	C
	Dixie Highway	US 1	4/4	25,548	D	25,700	D
Military Trail	SW 10th Street	Hillsboro Blvd	4/4	31,952	C	51,000	F
	Hillsboro Blvd	County Line	4/4	32,571	C	50,400	F
Natura Boulevard	SW 10th Street	Hillsboro Blvd	4/4	11,410	C	14,000	D
Dixie Highway	SW 10th Street	Hillsboro Blvd	4/4	21,681	C	37,300	C
	Hillsboro Blvd	County Line	4/4	25,557	C	45,900	F

Source: Broward County Metropolitan Planning Organization

Year 2024/Year 2040

TABLE 2b Hillsboro Center Future Traffic Conditions (PM Peak Hour Volumes)							
Roadway	From	To	# of Lanes 2024/2040	Short Term (2024)		Long Term (2040)	
				AADT	LOS	AADT	LOS
Hillsboro Boulevard	Military Trail	I-95	6/6	4,875	C	4,969	C
	I-95	Natura Blvd	6/6	5,555	F	5,092	C
	Natura Blvd	Dixie Highway	6/6	5,555	F	5,092	C
	Dixie Highway	US 1	6/6	2,654	D	2,480	D
NW/NE 2nd Street	NW 3rd Avenue	NE 2nd Avenue	2/2	376	C	637	D
SW 10th Street	Military Trail	I-95	6/6	5,286	D	5,482	F
	I-95	Natura Blvd	6/6	3,474	C	4,256	C
	Natura Blvd	Dixie Highway	6/6	3,474	C	4,256	C
	Dixie Highway	US 1	4/4	2,428	D	2,442	D
Military Trail	SW 10th Street	Hillsboro Blvd	4/4	3,035	C	4,845	F
	Hillsboro Blvd	County Line	4/4	3,094	C	4,788	F
Natura Boulevard	SW 10th Street	Hillsboro Blvd	4/4	1,084	C	1,330	D
Dixie Highway	SW 10th Street	Hillsboro Blvd	4/4	2,060	C	3,544	D
	Hillsboro Blvd	County Line	4/4	2,428	C	4,361	F

Year 2024/Year 2040

MAXIMUM LAND USE AND INTENSITY – Proposed Land Use Designation

- 242,000 square feet of office use
- 360 multifamily residential units

Tables 3a and 3b on the following page present the results of the trip generation comparison analysis. The results of the trip generation comparison analysis indicate that the proposed Land Use Plan Amendment (LUPA) is projected to generate approximately -1,253 less daily trips and approximately -110 less trips during the critical PM peak hour, when compared against the potential development under the current Land Use Plan.

4) Provide any transportation studies relating to this amendment, as desired.

A transportation analysis is presented herein (refer to Tables 1a through 4b).

TABLE 3a Trip Generation Summary (Existing Commercial Land Use) Hillsboro Center								
Land Use	Size	Daily Trips	AM Peak Hour			PM Peak Hour		
			Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound
G. Commercial (LUC 820)	165,000 sf	8,451	197	122	75	787	378	409
Gross/Driveway Trips		8,451	197	122	75	787	378	409
Pass-by (-34%)		-2,873	-67	-41	-26	-268	-129	-139
External Trips		5,578	130	81	49	519	249	270

Source: ITE Trip Generation Manual (10th Edition)

TABLE 3b Trip Generation Summary (Proposed Mixed-Use Residential) Hillsboro Center								
Land Use	Size	Daily Trips	AM Peak Hour			PM Peak Hour		
			Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound
Office (LUC 710)	242,000 sf	2,501	254	218	36	264	42	222
Multifamily (LUC 221)	360 units	1,958	130	34	96	158	96	62
Gross Trips		4,459	384	252	132	422	138	284
Driveway/External Trips		4,325	380	250	130	409	132	278

Source: ITE Trip Generation Manual (10th Edition)

Difference in Trips (Proposed - Existing)		Daily	AM Peak			PM Peak		
New Trips	Driveway	-4,126	183	128	55	-378	-246	-131
Proposed - Existing	External	-1,253	250	169	81	-110	-117	8

TABLE 4a
Hillsboro Center
Project Impacts (Daily Volumes)

Roadway	From	To	Number of Lanes	Roadway Capacity	Project Traffic = -1,253		Project Impacts	
					Percent	Trips	% of Cap.	Significant
Hillsboro Boulevard	Military Trail	I-95	6	59,900	20%	-251	-0.4%	No
	I-95	Natura Blvd	6	59,900	60%	-752	-1.3%	No
	Natura Blvd	Dixie Highway	6	59,900	20%	-251	-0.4%	No
	Dixie Highway	US 1	6	50,000	10%	-125	-0.3%	No
NW/NE 2nd Street	NW 3rd Avenue	NE 2nd Avenue	2	13,320	5%	-63	-0.5%	No
SW 10th Street	Military Trail	I-95	6	59,900	10%	-125	-0.2%	No
	I-95	Natura Blvd	6	56,905	10%	-125	-0.2%	No
	Natura Blvd	Dixie Highway	6	56,905	10%	-125	-0.2%	No
	Dixie Highway	US 1	4	32,400	10%	-125	-0.4%	No
Military Trail	SW 10th Street	Hillsboro Blvd	4	37,810	5%	-63	-0.2%	No
	Hillsboro Blvd	County Line	4	37,810	5%	-63	-0.2%	No
Natura Boulevard	SW 10th Street	Hillsboro Blvd	4	29,160	20%	-251	-0.9%	No
Dixie Highway	SW 10th Street	Hillsboro Blvd	4	39,800	5%	-63	-0.2%	No
	Hillsboro Blvd	County Line	4	37,810	0%	0	0.0%	No

Source: Broward County Metropolitan Planning Organization

TABLE 4b
Hillsboro Center
Project Impacts (PM Peak Hour Volumes)

Roadway	From	To	Number of Lanes	Roadway Capacity	Project Traffic = -110		Project Impacts	
					Percent	Trips	% of Cap.	Significant
Hillsboro Boulevard	Military Trail	I-95	6	5,390	20%	-22	-0.4%	No
	I-95	Natura Blvd	6	5,390	60%	-66	-1.2%	No
	Natura Blvd	Dixie Highway	6	5,390	20%	-22	-0.4%	No
	Dixie Highway	US 1	6	4,500	10%	-11	-0.2%	No
NW/NE 2nd Street	NW 3rd Avenue	NE 2nd Avenue	2	1,197	5%	-5	-0.5%	No
SW 10th Street	Military Trail	I-95	6	5,390	10%	-11	-0.2%	No
	I-95	Natura Blvd	6	5,121	10%	-11	-0.2%	No
	Natura Blvd	Dixie Highway	6	5,121	10%	-11	-0.2%	No
	Dixie Highway	US 1	4	2,920	10%	-11	-0.4%	No
Military Trail	SW 10th Street	Hillsboro Blvd	4	3,401	5%	-5	-0.2%	No
	Hillsboro Blvd	County Line	4	3,401	5%	-5	-0.2%	No
Natura Boulevard	SW 10th Street	Hillsboro Blvd	4	2,628	20%	-22	-0.8%	No
Dixie Highway	SW 10th Street	Hillsboro Blvd	4	3,580	5%	-5	-0.2%	No
	Hillsboro Blvd	County Line	4	3,401	0%	0	0.0%	No

Source: Broward County Metropolitan Planning Organization

NOTE: Significant is defined as project impacts equal or greater than 3% of the roadways Capacity.



EXHIBIT K

Mass Transit Service Letter



Transportation Department

TRANSIT DIVISION- Service and Capital Planning

1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8382

VIA EMAIL

December 21, 2020

Cynthia A. Pasch, AICP
Land Planner
Greenspoon Marder, P.A.
PNC Building
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301

RE: Transit Verification Letter – City of Deerfield Beach - Land Use Plan Amendment

Dear Ms. Pasch:

Broward County Transit (BCT) has reviewed your correspondence dated December 4, 2020 regarding the Land Use Plan Amendment (LUPA) for the proposed land use change located at the Southeast corner of Hillsboro Boulevard and Interstate 95, in the City of Deerfield Beach for current and planned transit service. The current transit service provided within a quarter mile of the amendment site is limited to BCT fixed routes 48,50 and the City of Deerfield Beach Community Shuttle Express I & II. Please refer to the following table for detailed information.

BUS ROUTE	DAYS OF SERVICE	SERVICE SPAN A.M. – P.M	SERVICE FREQUENCY
BCT Route 48	Weekday Saturday Sunday	6:15a – 9:01p 6:15a – 9:01p Not In Service	40 minutes 40 minutes Not In Service
BCT Route 50	Weekday Saturday Sunday	5:30a – 11:10p 5:30a – 11:10p 7:47a – 8:50p	20 minutes 30 minutes 45 minutes
Deerfield Beach Community Shuttle Express 1	Weekday	8:00a – 4:00p	60 minutes
Deerfield Beach Community Shuttle Express 2	Weekday	8:00a – 4:00p	60 minutes

As part of the 30 year [Mobility Advancement Program](#), BCT will implement several fixed route bus improvements, including shorter headways and increased span of service on weekdays

Broward County Board of County Commissioners
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org



Transportation Department

TRANSIT DIVISION- Service and Capital Planning

1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8382

and weekends, for BCT Route 48 and 50. Planned improvements include the restoration of service for BCT Route 20 along Military Trail by extending the northern segment from Hillsboro Boulevard to Boca Town Center Mall and realignment of route to serve Sample Road Tri-rail Station. Additional improvements include the implementation of a new rapid service via Dixie Highway, between Hillsboro Boulevard and Broward Terminal.

Please be advised that the needs of any existing or future bus stops located adjacent or within the amendment site will be addressed during the project's development review process.

BCT has adequate capacity of current and planned services to meet additional service demand as described in this proposed LUPA. BCT recommends that any proposed (re)development on the amendment site be designed to provide safe movement for pedestrians and bicycles including transit connectivity between the existing sidewalk / bicycle network and proposed future bus stops.

Please feel free to call me at 954-357-8387 or email me at Dimunoz@broward.org if you require any additional information or clarification on this matter.

Sincerely,

Diego B. Munoz

Diego B. Munoz
Planner
Service and Strategic Planning

Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org

EXHIBIT L

Public School Impact Analysis

The School Board of Broward County, Florida
SCHOOL CONSISTENCY REVIEW REPORT

LAND USE
SBBC-2986-2020
County No: TBD
Hillsboro Center Land Use Plan Amendment

March 3, 2021



Growth Management
Facility Planning and Real Estate Department
600 SE 3rd Avenue, 8th Floor
Fort Lauderdale, Florida 33301
Tel: (754) 321-2177 Fax: (754) 321-2179
www.browardschools.com

SCHOOL CONSISTENCY REVIEW REPORT - LAND USE

PROJECT INFORMATION	IMPACT OF PROPOSED CHANGE	PROPERTY INFORMATION
Date: March 3, 2021	Units Permitted 0 Units Proposed 360	Existing Land Use: Commercial
Name: Hillsboro Center Land Use Plan Amendment	NET CHANGE (UNITS): 360	Proposed Land Use: Mixed Use Residential
SBBC Project Number: SBBC-2986-2020	Students Permitted 0 Proposed 8	Current Zoning: Commercial
County Project Number: TBD	Mid 0 7	Proposed Zoning: Planned Development
Municipality Project Number: TBD	High 0 14	Section: 1
Owner/Developer: Grover Corlew	Total 0 29	Township: 48
Jurisdiction: Deerfield Beach		Range: 42

SHORT RANGE - 5-YEAR IMPACT

Currently Assigned Schools	Gross Capacity	LOS* Capacity	Benchmark** Enrollment	Over/Under LOS	Classroom Equivalent Needed to Meet LOS	% of LOS*** Capacity
Deerfield Park Elementary	754	829	601	-228	-12	72.5%
Deerfield Beach Middle	1,482	1,543	1,201	-342	-15	77.8%
Deerfield Beach High	2,848	2,848	2,394	-454	-7	84.1%

Currently Assigned Schools	Adjusted Benchmark	Over/Under LOS-Adj. Benchmark Enrollment	% LOS Capacity Adjusted Benchmark	Projected Enrollment				
				21/22	22/23	23/24	24/25	25/26
Deerfield Park Elementary	601	-228	72.5%	609	587	568	558	570
Deerfield Beach Middle	1,207	-336	78.2%	1,165	1,170	1,176	1,161	1,180
Deerfield Beach High	2,407	-177	84.5%	2,471	2,457	2,443	2,425	2,412

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code. A traditional cohort survival methodology is used to project school-by-school District traditional school enrollment out over the next five years, and a proportional share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: <http://www.broward.k12.fl.us/dsa/EnrollmentProj.shtml>. The annual benchmark enrollment is used to apply individual charter school enrollment impacts against school facility review processes. * This number already represents the higher of 100% gross capacity or 110% permanent capacity. ** The first Monday following Labor Day. *** Greater than 100% represents above the adopted Level Of Service (LOS). INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW.

* See comments for additional Impacted Planning Area information
School Consistency Review Report - Prepared by the Facility Planning and Real Estate Department - The School Board of Broward County, Florida

Page 1

LONG RANGE - TEN-YEAR IMPACT

Impacted Planning Area	School District's Planning Area Data			Aggregate Projected Enrollment				
	Aggregate School Capacity	Aggregate Enrollment	Aggregate Over/(Under) Enrollment	25/26	26/27	27/28	28/29	29/30
Area 7 - Elementary	17,705	12,096	-5,609	12,034	11,858	11,690	11,527	11,357
Area 7 - Middle	7,885	6,596	-1,289	6,803	6,852	6,881	6,909	6,938
Area 7 - High	11,157	8,657	-2,500	8,546	8,524	8,507	8,493	8,476

* See comments for additional Impacted Planning Area information

CHARTER SCHOOL INFORMATION

Charter Schools within 2-mile radius	2019-20 Contract Permanent Capacity	2019-20 Benchmark** Enrollment	Over/(Under)	Projected Enrollment		
				21/22	22/23	23/24
Somerset Academy Key Middle	495	333	-162	333	333	333
Somerset Key High School	800	271	-529	271	271	271

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code.

A traditional cohort survival methodology is used to project school-by-school District traditional school enrollment out over the next five years, and a proportional share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: <http://www.broward.k12.fl.us/dsa/EnrollmentProj.shtml>. The annual benchmark school enrollment is used to apply individual charter school enrollment impacts against school facility review processes.

**The first Monday following Labor Day
INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

* See comments for additional Impacted Planning Area information

School Consistency Review Report - Prepared by the Facility Planning and Real Estate Department - The School Board of Broward County, Florida

Page 2

**PLANNED AND FUNDED CAPACITY ADDITION IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN
(Years 1 - 5)**

School(s)	Description of Capacity Additions
Deerfield Park Elementary	There are no capacity additions scheduled in the ADEFP that will increase the reflected FISH capacity of the school.
Deerfield Beach Middle	There are no capacity additions scheduled in the ADEFP that will increase the reflected FISH capacity of the school.
Deerfield Beach High	There are no capacity additions scheduled in the ADEFP that will increase the reflected FISH capacity of the school.

**PLANNED CAPACITY ADDITION IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN
(Years 6 - 10)**

Capacity Additions for Planning Area 7	
School Level	Comments
Elementary	None
Middle	None
High	None

INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

* See comments for additional Impacted Planning Area information
School Consistency Review Report - Prepared by the Facility Planning and Real Estate Department - The School Board of Broward County, Florida

Page 3

Comments

Information contained in the application indicates that the approximately 16.5-acre site located south of West Hillsboro Boulevard between I-95 and SW Natura Boulevard in the City of Deerfield Beach. The current land use designation for the site is Commercial, which allows no residential units. The applicant proposes to change the land use designation to Mixed Use Residential to allow 360 mid-rise (two or more bedroom) units, which is anticipated to generate 29 additional students (8 elementary, 7 middle, and 14 high) into Broward County Public Schools.

This application was reviewed based on its location in the School District's Long Range Seven Planning Areas, and Ten-Year Long Range Plan contained in the Adopted District Educational Facilities Plan (ADEFP FY 2020-21 - 2024-25). However, the statistical data regarding the Level of Service (LOS) standard status of the actual schools impacted by this land use application in the initial five years of the ten-year period is depicted herein for informational purposes only.

Schools serving the amendment site in the 2020-21 school year are Deerfield Park Elementary, Deerfield Beach Middle, and Deerfield Beach High. Based on the District's Public School Concurrency Planning Document, all the schools are operating below the adopted LOS of the higher of 100% gross capacities or 110% permanent capacities in the 2020-21 school year. Incorporating the cumulative students anticipated from approved and vested developments anticipated to be built within the next three years (2020-21 – 2022-23), all schools are expected to operate below the adopted LOS of the higher of 100% gross capacities or 110% permanent capacities through the 2022-23 school year. It should be noted that the permanent school capacity or Florida Inventory of School Housing (FISH) for the impacted schools reflects compliance with the class size constitutional amendment and the permanent capacity additions that are planned for the schools within the first three years of the Five-Year Adopted DEFP FY 2020-21 – 2024-25. Also, to ensure maximum utilization of the impacted Concurrency Service Areas, the Board may utilize other options such as school boundary changes to accommodate students generated from developments in the County. Charter schools located within a two-mile radius of the site in the 2020-21 school year are depicted herein.

Capital Improvements scheduled in the long-range section (2025-26 to 2029-30) of the currently Five-Year Adopted DEFP FY 2020-21 – 2024-25 regarding pertinent impacted schools are depicted above. Based on the School District's Seven Long Range Planning Areas, the amendment site is located within Planning Area "7" and the elementary, middle, and high schools currently serving Planning Area "7" and their cumulative twentieth day student enrollments, permanent capacities, and ten-year student enrollment projections are depicted herein.

Therefore, Planning Area "7" is anticipated to have sufficient excess capacity to support the students generated by the residential units proposed in the Planning Area.

Please be advised that if approved, the residential units from this project will be subject to a public school concurrency review at the plat, site plan (or functional equivalent) phase of development review, whichever comes first.

INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

* See comments for additional Impacted Planning Area information

School Consistency Review Report - Prepared by the Facility Planning and Real Estate Department - The School Board of Broward County, Florida

Page 4

The School Board of Broward County, Florida
SCHOOL CONSISTENCY REVIEW REPORT
PROJECT NUMBER: SBBC-2986-2020

March 3, 2021

Date

Reviewed By:

Mohammed Rasheduzzaman

Signature

Mohammed Rasheduzzaman, AICP

Name

Planner

Title

* See comments for additional Impacted Planning Area information
School Consistency Review Report - Prepared by the Facility Planning and Real Estate Department - The School Board of Broward County, Florida

Page 5

EXHIBIT M

State of Florida Historic Preservation Review



This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at CompliancePermits@dos.MyFlorida.com for project review information.

October 22, 2020

Greenspoon Marder LLP
Cynthia A. Pasch, AICP
Land Planner
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 33301
Telephone: 954-527-6266
cynthia.pasch@gmlaw.com

In response to your request on October 22, 2020, the Florida Master Site File lists no cultural resources recorded in the designated area located at T48S R42E Section 01, Broward County.

When interpreting the results of our search, please consider the following information:

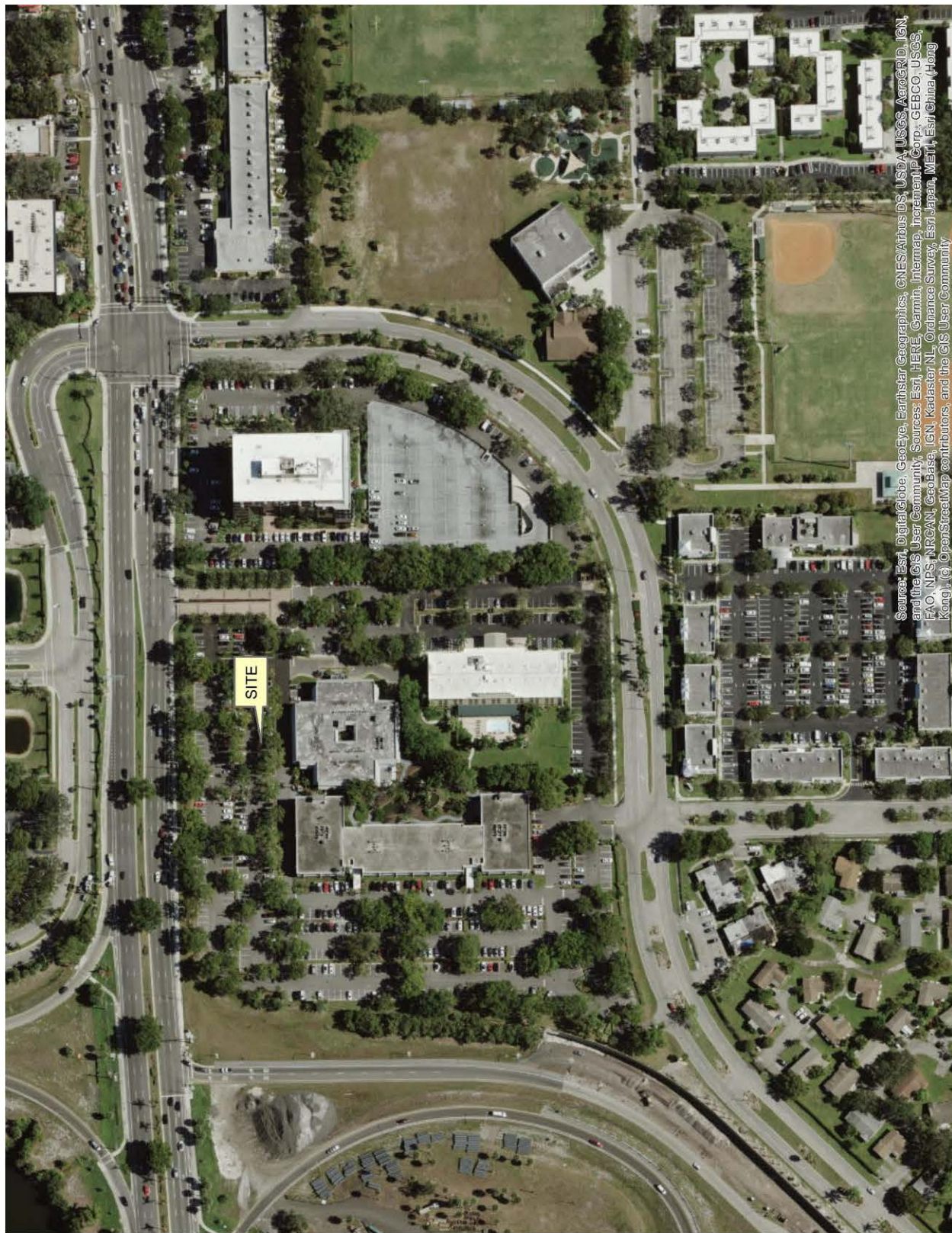
- This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.
- Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.
- While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.
- Federal, state and local laws require formal environmental review for most projects. This search **DOES NOT** constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at CompliancePermits@dos.MyFlorida.com

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Eman M. Vovsi, Ph.D.
Florida Master Site File
Eman.Vovsi@DOS.MyFlorida.com

500 South Bronough Street • Tallahassee, FL 32399-0250 • www.flheritage.com/preservation/sitefile
850.245.6440 ph | 850.245.6439 fax | SiteFile@dos.state.fl.us



Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community. Sources: Esri, HERE, Garmin, Intermap, Terramet Pro Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, Mapbox, and the GIS User Community.

EXHIBIT N

Affordable Housing Analysis

An Affordable Housing Market Assessment in the City of Deerfield Beach, Florida

April 9, 2021



Report Commission

This report was commissioned in order to satisfy BrowardNext County Land Use Plan Policy 2.16.2 for a project that is proposed in the City of Deerfield Beach, Broward County, Florida. That policy requires that “For amendments which propose to add 100 or more residential dwelling units to the existing densities approved by the Broward County Land Use Plan, Broward County and affected municipalities shall coordinate and cooperate to implement the affected municipality’s chosen policies, methods, and programs to achieve and/or maintain a sufficient supply of affordable housing.”

The City of Deerfield Beach has adopted a Comprehensive Plan pursuant to Rule 9J-5.010 of the Florida Administrative Code. Within that adoption document, the City has included a Housing Element that sets forth certain goals, objectives, and policies that are supported through a companion Support Document.

As part of a land use plan amendment application, the Broward County Planning Council requires interim updates of the existing supply and demand for affordable housing and the strategies to be utilized to meet the expected needs.

This report estimates the current (2020) demand and projects (to 2025) the future demand for various housing needs.

The report relies on various public and subscription sources of information regarding demographic, economic, market, and housing data that is referenced throughout the report.

Report Summary

Using the Broward County Planning Council's required methodology, *A Baseline Model to Quantify the Levels of Affordable Housing Need and Supply in Broward County and its Municipalities*, prepared by Florida International University's Jorge M. Pérez Metropolitan Center (February 2020), the City of Deerfield Beach has a **current deficit of affordable housing for home ownership in the moderate-income band but has a current surplus in the low-income band. By 2025, deficits in both bands will exist.**

The methodology demonstrates that **rental properties for those at all but the moderate-income bands are currently in very short supply and will continue to be a challenge for the City through 2025**

The City continues to address affordable housing issues and devotes resources in an attempt to address the issues of affordable housing.

Increasing the availability of housing supply will help to make all housing more affordable. The proposed project will add needed housing that will address the diminishing available supply in the City.

Methodology

This study examines current housing conditions within the City of Deerfield Beach, Florida (“the City”), which is generally stated for calendar years 2019/2025 (the latest U.S. Census Bureau American Community Survey data available (CY2019) and the supplemental data source from Esri¹ (CY2020)) and projected to calendar year 2025 using Esri demographic forecasts available for that year.

The Broward County Planning Council engaged Florida International University (FIU) to recommend a methodology for analyzing supply and demand of housing needs throughout Broward County. FIU developed their methodology utilizing published data from the U.S. Census Bureau’s American Community Survey (ACS). This ACS data is available for each municipality in Broward County. The methodology does not describe what methods to use to forecast out the five years required under the Planning Council’s rules. In order to forecast out to the year 2025, Esri’s Community Analyst/Business Analyst databases that provide this information using their sources and methods were used. The FIU methodology is particularly sensitive to the primary factors of Median Household Income and housing stock forecasts. Esri’s forecasts are believed to be reliable and very up-to-date and draw upon a variety of publicly available and proprietary sources. Median Household Income (MHI) provides the basis for several benchmarks and assumptions. This number is parsed into three bands: Very Low Income (50% of the

¹ Esri is an international supplier of geographic information system software, web GIS and geodatabase management applications. For this study, we have utilized various databases specific to the City of Deerfield Beach that have been prepared by Esri. Products utilized include the Business Analyst, Community Analyst, and ArcGIS systems. Details on how Esri conducts forecasts of demographic and housing information can be found in *Methodology Statement: 2020/2025 Esri US Demographic Updates, An Esri® White Paper, June 2020*.

MHI); Low Income (50.1% to 80% of MHI); and Moderate Income (80.1% to 120% of MHI). All data used is initially derived from updates to information provided by the 2010 Census.

Estimates and Projections of Population, Median Household Income, And Housing Units

The 2019 ACS data for the City of Deerfield Beach and the Esri estimates for 2020 and its forecasts for 2025 are summarized below:

	2019 ACS Estimates	2020 Esri Estimates	2025 Esri Forecasts
Population	81,066	79,149	81,249
Median Household Income	48,124	46,225	50,500
Housing Units, Total	41,597	43,775	44,414
Housing Units, Occupied	32,105	20,137	20,564

The Broward County Property Appraiser (BCPA) notes that for 2020 there were a minimum of 35,969 residential dwelling units being assessed for fire protection services². Added to this number are dwelling or residential units or assessed through the mixed use/special use category utilized by BCPA. This is their estimate as of January 1, 2020. The 2020 Esri estimates of housing units are based upon the ACS 2019 survey, plus Esri's forecasting methodology³. We have used the Esri estimates for the purposes of

² Broward County Property Appraiser's Office web link:
<https://bcpa.net/Includes/Downloads/2020/FinalFireSummaries/2020%20Deerfield%20Beach%20Final%20Fire%20Recap.pdf>

³ Esri is an international supplier of geographic information system (GIS) software, web GIS and geodatabase management applications. Esri provides subscriptions to various database information they maintain for their GIS software. Some of those databases contain forecasts based upon proprietary methodology developed and maintained by Esri. Housing units are forecasted by Esri using "...[the] recorded change in the housing inventory...culled from several data sources, including multiple construction data inputs from Metrostudy, data for new manufactured homes placed by state from the Census Bureau, and building permits for permit-issuing places and counties. Numerous independent sources are leveraged to obtain detailed information on housing development data where no building permits exist. Independent estimates of change in occupancy are calculated from USPS residential lists, the American Community Survey, and various state and local data

this report. The addition of the proposed residential units would increase the supply of rental housing. ***In the absence of this additional supply, housing costs would likely increase across most affordability bands than if the rental housing were not constructed.***

sources. Additionally, data from the Current Population Survey and the Housing Vacancy Survey from the Census Bureau is used to model trends in occupancy.” Methodology Statement: 2020/2025 Esri US Demographic Updates, June 2020

Affordable Housing Criteria and Gap Analysis

The Broward County Land Development Code §5-201 defines Affordable Housing as *“Housing for which monthly rents or monthly mortgage payments (including taxes and insurance) do not exceed 30 percent of an amount representing the percentage (low = 80%; moderate = 120%) of the median income limits, as published by the U.S. Department of Housing and Urban Development, adjusted for family size for the households.”*

Using the ACS and Esri data and applying that data to the FIU supply and demand model, the “Gap” analysis provided the following estimates of supply, demand, and differences, which uses the 2019 ACS’s Income Limits and Rent Limits median household income of \$53,474 and \$41,975, respectively, and the percentage bands previously described:

(continued)

Gap Analysis, FIU Model
Utilizing 2019 American Community Survey Data and 2025 Esri Forecast
Home Ownership

Total Owner-Occupied Units		19,105				
Median Household Income		53,474				
Median Owner Home Value		168,600				
Cost-Burdened Owner Units		6,610	35%			
"Severely" Cost-Burdened Owner Units		3,821	20%			
2019 ACS	HH Income Category	Total Households (Demand)	Home Purchase at Affordable Price Levels		Number of Owner Units Within Affordable Price Range (Supply)	Surplus/Gap within Affordable Price Range
Low Income Owners	51% - 80% Median		51% Median	80% Median	51% - 80% Median	
	\$27,272 - \$42,779	1,930	\$81,815	\$128,338	3,021	1,092
Moderate Income Owners	81% - 120% Median		81% Median	120% Median	81% - 120% Median	
	\$42,780 - \$64,169	5,475	\$128,339	\$192,506	4,057	-1,417
Moderate Income Owners and Renters	81% - 120% Median		81% Median	120% Median	81% - 120% Median	
	\$42,780 - \$64,169	8,082	\$128,339	\$192,506	8,066	-17

Total Owner-Occupied Units		20,557				
Median Household Income		56,985				
Median Owner Home Value		233,114				
Cost-Burdened Owner Units		7,401	36%			
"Severely" Cost-Burdened Owner Units		4,523	22%			
2025 Esri	HH Income Category	Total Households (Demand)	Home Purchase at Affordable Price Levels		Number of Owner Units Within Affordable Price Range (Supply)	Surplus/Gap within Affordable Price Range
Low Income Owners	51% - 80% Median		51% Median	80% Median	51% - 80% Median	
	\$29,062 - \$45,588	2,529	\$87,187	\$136,764	2,629	100
Moderate Income Owners	81% - 120% Median		81% Median	120% Median	81% - 120% Median	
	\$45,589 - \$68,382	4,291	\$136,765	\$205,146	3,723	-568
Moderate Income Owners and Renters	81% - 120% Median		81% Median	120% Median	81% - 120% Median	
	\$45,589 - \$68,382	6,921	\$136,765	\$205,146	9,312	-2,391

The FIU model shows current deficits in the moderate income bands for home ownership and renters who would own homes. By 2025, home ownership in the low-income band will also have a deficit. Home ownership for those renting will become a challenge.

When using the FIU model for renters, we find the following:

Gap Analysis, FIU Model
Utilizing 2019 American Community Survey Data and 2025 Esri Forecast
Renters

Total Renter-Occupied Units		13,000				
Median Renter Household Income		41,975				
Median Gross Rent		1,326				
Cost-Burdened Renter Units		7,330	56%			
"Severely" Cost-Burdened Renter Units		5,460	42%			

2020 ACS	HH Income Category	Number of Renter Households (Demand)	Affordable Rent Levels		Number of Renter Units Within Affordable Price Range	Surplus/Gap within Affordable Price Range
Extremely Low Income	0 - 30% Median		0% Median	30% Median	0 - 30% Median	
	\$0 - \$12,592	1,467	\$0	\$315	401	-1,065
Very Low Income	31% to 50% Median		31% Median	50% Median	31% to 50% Median	
	\$12,593 - \$21,407	2,364	\$316	\$535	236	-2,128
Low Income	51% - 80% Median		51% Median	80% Median	51% - 80% Median	
	\$21,408 - \$33,580	1,934	\$536	\$840	804	-1,131
Moderate Income	81% - 120% Median		81% Median	120% Median	81% - 120% Median	
	\$33,581 - \$50,370	2,607	\$841	\$1,259	4,008	1,401

Total Renter-Occupied Units		14,657				
Median Renter Household Income		44,731				
Median Gross Rent		1,413				
Cost-Burdened Renter Units		9,967	56%			
"Severely" Cost-Burdened Renter Units		6,156	42%			

2025 Esri	HH Income Category	Number of Renter Households (Demand)	Affordable Rent Levels		Number of Renter Units Within Affordable Price Range	Surplus/Gap within Affordable Price Range
Extremely Low Income	0 - 30% Median		0% Median	30% Median	0 - 30% Median	
	\$0 - \$13,419	2,269	\$0	\$335	451	-1,817
Very Low Income	31% to 50% Median		31% Median	50% Median	31% to 50% Median	
	\$13,420 - \$22,813	1,623	\$336	\$570	291	-1,332
Low Income	51% - 80% Median		51% Median	80% Median	51% - 80% Median	
	\$22,814 - \$35,785	2,018	\$571	\$895	1,299	-719
Moderate Income	81% - 120% Median		81% Median	120% Median	81% - 120% Median	
	\$35,786 - \$53,677	2,630	\$896	\$1,342	5,589	2,959

The City currently has noticeable deficits for all bands except the moderate-income band. Moving forward to 2025, a surplus is forecasted in the Moderate-income band, but deficits continue to exist in the remaining bands. This dynamic is a result of increasing MHI and an increased number of units in the moderate income band.



Addressing The Demand For Affordable Housing

The City has for many years addressed its affordable housing needs through many initiatives, programs, and expenditure of funds. In addition to encouraging the development of new housing units, the City has implemented the following programs:

PURCHASE ASSISTANCE PROGRAM

The purchase assistance program is a deferred second mortgage that assists with down payment and closing costs for existing and new home purchases. New construction must have received a certificate of occupancy within the last twelve months. Applicants will not receive the maximum award in all cases. Assistance is in the form of a deferred loan secured by a mortgage and note at a zero percent (0%) interest rate. The loan is not forgiven on a prorated basis, and is for a period of up to 15 years.

The loan will be considered default if any of the following occurs during the loan term:

- Sale;
- Transfer or conveyance of property;
- Conversion to a rental property;
- Loss of homestead exemption status;
- Failure to occupy the home as primary residence; and/or
- Acquires a reverse mortgage.

If any of these occur, the outstanding balance will be due and payable. In case where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by an eligible heir who must occupy the home as a primary residence. If the legal heir is not eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

Applicants must contribute no less than 3% of the purchase price towards their down



payment. At least 1.5% of the 3% contribution must be of the owners own funds. At maximum, 1.5% of the 3% contribution may be in the form of a gift, so long as the source of the gift is revealed. The assisted property must have insurance by closing date. The City will not accept any position less than second in the mortgage/lien process.

OWNER-OCCUPIED REHABILITATION PROGRAM

The owner-occupied rehabilitation program is a deferred second mortgage that assists with needs of repair to correct code enforcement violations, health and safety issues, electrical, plumbing, roofing, windows, air conditioning units, and other structural items. Applicants will not receive the maximum award in all cases. Final award is based on the home inspection report; therefore, applicants will not receive the maximum award in all cases.

The Loan is forgiven on a prorated basis, per annum:

- Ten percent (10%) for 10 year terms, and
- Six and sixty-sevenths percent (6.67%) for 15 year terms

The loan will be considered default if any of the following occurs during the loan term:

- Sale;
- Transfer or conveyance of property;
- Conversion to a rental property;
- Loss of homestead exemption status;
- Failure to occupy the home as primary residence; and/or
- Acquires a reverse mortgage.

If any of these occur, the outstanding balance will be due and payable. In case where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by an eligible heir who must occupy the home as a primary residence. If the legal heir is not

eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

HOME PARTNERSHIP PROGRAM (HOME)

The HOME Investment Partnerships Program provides formula grants to states and localities that communities use – often in partnership with local nonprofit groups – to fund a wide range of activities including building, buying, and/or rehabilitation affordable housing for rent or homeownership or providing direct rental assistance to low-income people. It is the largest Federal block grant to state and local governments designed exclusively to create affordable housing for low-income households.

The City of Deerfield Beach is a member of the Broward County HOME Consortia. The City uses HOME funds to provide home purchase and rehabilitation assistance to eligible homeowners and new homebuyers and receives \$184,014 annually for this initiative.

FLORIDA HOUSING FINANCE CORPORATION'S STATE HOUSING

INITIATIVES PARTNERSHIP (SHIP) PROGRAM. The SHIP program provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. It is designed to serve very low, low and moderate income families. The City expects to receive \$939,299 annually.

COMMUNITY DEVELOPMENT BLOCK GRANT PRIORITIES

The City's 2020-2024 Consolidated Plan and the FY2020-2021 Annual Action plan provide for the following programs and priorities:

Housing Rehabilitation. The City expects to allocate \$500,000 over the 5-year plan to rehabilitate 20 housing units. The City provides rehabilitation services of qualified owner-

occupants, with incomes within the 50% and 80% range based on income limits established by HUD and adjusted for family size. Owner-occupied rehabilitation services include: correct code enforcement violations, health and safety issues, electrical and plumbing as deemed health and safety, repair or replacement of roofing, repair or replacement of windows and doors, and/or repair or replacement of air conditioning units.

Purchase Assistance. During the 5-year planning period, the City will be allocating \$1,262,830 for direct financial assistance to homebuyers. The City provides purchase assistance to qualified homebuyers within 50% to 80% range based on income limits established by HUD and adjusted for family size. Purchase assistance includes: closing costs, and down payment assistance. The eligibility criteria is below:

Household Size	Very Low Income (0-30% AMI)	Low Income (31% - 50% AMI)	Moderate Income (51% - 80% AMI)
1	\$18,750	\$31,200	\$49,950
2	\$21,400	\$35,650	\$57,050
3	\$24,010	\$40,100	\$64,200
4	\$26,750	\$44,550	\$71,300
5	\$30,680	\$48,150	\$77,050
6	\$35,160	\$51,700	\$82,750
7	\$39,640	\$55,250	\$88,450
8	\$44,120	\$58,850	\$94,150

Recent land purchases in Central Deerfield Beach by the City of Deerfield Beach Community Redevelopment Agency and the Deerfield Beach Housing Authority are suitable for affordable housing and will be incorporated in to an in-fill housing program targeting very-low and moderate-income families.

Rent and Utility Assistance Program

During COVID-19, the City established a rent and utility assistance program to income eligible city residents affected by COVID-19 due to job loss or pay-cuts. The program will provide up to \$10,000 per household for past due rent and utility cost. The program is funded through Community Development Block Grant Coronavirus (CDBG-CV)- \$989,121 and State of Florida Coronavirus Relief Funds (CRF)- \$492,000. The one-time assistance will be in the form of a grant and does not require repayment.

The program is available to low to moderate- income residents that meet the income criteria as determined by the US Department of Housing and Urban Development, see income chart below.

Household Size	1	2	3	4	5	6
Maximum Income Per Household	\$49,950	\$57,050	\$64,200	\$71,300	\$77,050	\$82,750

EXHIBIT O

Conceptual Master Plan

2025-03-27 1:30:17 PM



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1763

Agenda Date: 4/25/2023

Status: BOARD APPOINTMENTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Bridgette Beckford and Brian Bennett as regular members and Joe Chancy and Kanthiah Easwara Chandran as alternate members to the Planning & Zoning Board; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Section 98-115 of the City's Land Development Code ("Section 98-115") provides for the City of Deerfield Beach Planning and Zoning Board ("Board") to consist of five regular members and five alternate members.

LDC Section 98-115 provides that the Mayor and Commissioners shall each appoint one regular member and one alternate member to the Board, subject to approval by a majority of the City Commission.

Current Activity

Bridgette Beckford, Brian Bennett, Joe Chancy and Kanthiah Easwara Chandran have all expressed interest in continuing to serve on the Planning & Zoning Board. Commissioner Hudak has nominated Bridgette Beckford as a regular member and Joe Chancy as an alternate member. Commissioner Ben Preston has nominated Brian Bennett as a regular member and Kanthiah Easwara Chandran as an alternate member.

Upon approval, there will be five regular members with no vacancies and three alternates with two alternate vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, REAPPOINTING BRIDGETTE
BECKFORD AND BRIAN BENNETT AS REGULAR MEMBERS AND
JOE CHANCY AND KANTHIAH EASWARA CHANDRAN AS
ALTERNATE MEMBERS TO THE PLANNING AND ZONING
BOARD; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City of Deerfield Beach's (the "City") Planning and Zoning Board (the "Board") was created pursuant to Section 98-115 of the City's Land Development Code ("Code") to serve as the local planning agency pursuant to Chapter 163, Florida Statutes; and

WHEREAS, pursuant to Section 98-115 of the Code, the Board shall consist of five regular members and five alternate members, and each Commissioner shall each appoint one regular member and one alternate member to the Board, subject to approval by a majority of the City Commission; and

WHEREAS, the members of the Board are appointed by and serve at the pleasure of the City Commission for a term that will expire on April 30th of the year that the term of the appointing Commissioner's term expires; and

WHEREAS, on April 30, 2023, the terms of Bridgette Beckford, Brian Bennett, Joe Chancy and Kanthiah Easwara Chandran expire; and

WHEREAS, Bridgette Beckford and Brian Bennett have expressed an interest in continuing to serve on the Board as regular members; and

WHEREAS, Joe Chancy and Kanthiah Easwara Chandran have expressed an interest in continuing to serve on the Board as alternative members.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:**

Section 1. The above referenced "Whereas" clauses are true and correct and made a part of this Resolution.

Section 2. Bridgette Beckford and Brian Bennett are hereby reappointed to serve as regular members of the Planning and Zoning Board for a term commencing on May 1, 2023 and ending on April 30, 2027.

Section 3. Joe Chancy and Kanthiah Easwara Chandran are hereby reappointed to serve as alternate members of the Planning and Zoning Board for a term commencing on May 1, 2023 and ending on April 30, 2027.

Section 4. Bridgett Beckford, Brian Bennett, Joe Chancy and Kanthiah Easwara Chandran shall serve without compensation and are required to file a financial disclosure statement

in accordance with Florida Statutes.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

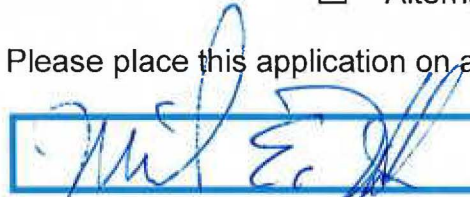
Date: March 28, 2023

The attached application from Bridgette Beckford for the Planning & Zoning Board has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☒ Regular Member
☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

 3/27/2023

Signature:

Date:

Appointing
Elected Official:

- ☐ Mayor Bill Ganz
☒ Vice Mayor Michael Hudak
☐ Commissioner Ben Preston
☐ Commissioner Bernie Parness
☐ Commissioner Todd Drosky

Please return to City Administration for processing.



March 17, 2023

Bridgette Beckford
309 N.E. 47th Place
Deerfield Beach, FL 33064

RE: Planning and Zoning Board

Dear Ms. Beckford:

Your current term on the **Planning and Zoning Board** of the City of Deerfield Beach expires on April 30, 2023. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

Whether or not you desire to continue to serve on the **Planning and Zoning Board**, the Commission would like to have the benefit of your knowledge gained while serving. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward them to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Irrespective of your decision, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents and also recognize the sacrifices of your time and efforts in contributing to the success of the Board.

Should you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

Sincerely,

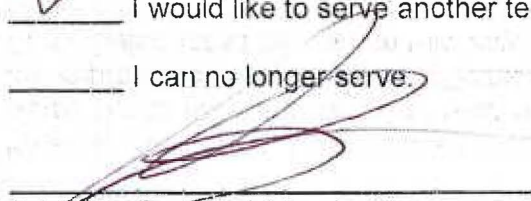
Heather Montemayor, CMC
City Clerk

HM/tb

Please return the letter with your reply to the City Clerk's office by March 24, 2023. A self-addressed envelope is enclosed for your convenience.

☒ I would like to serve another term on the Planning and Zoning Board.

☐ I can no longer serve.


Bridgette Beckford (sign here)



Nominating Form

Application for Appointment to Board or Committee

Date: April 3, 2023

The attached application from Brian Bennett for the

Planning & Zoning

has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

☒ Regular Member

☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

 4-4-23

Signature:

Date:

Appointing
Elected Official:

- ☐ Mayor Bill Ganz
- ☐ Vice Mayor Bernie Parness
- ☐ Commissioner Michael Hudak
- ☒ Commissioner Ben Preston
- ☐ Commissioner Todd Drosky

Please return to City Administration for processing.



CITY OF DEERFIELD BEACH
RECEIVED

MAR 31 2023

CITY CLERK'S OFFICE

March 17, 2023

Brian Bennett
650 SW 14th Place
Deerfield Beach, FL 33441

RE: Planning and Zoning Board

Dear Mr. Bennett:

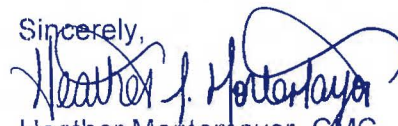
Your current term on the **Planning and Zoning Board** of the City of Deerfield Beach expires on April 30, 2023. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

Whether or not you desire to continue to serve on the **Planning and Zoning Board**, the Commission would like to have the benefit of your knowledge gained while serving. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward them to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Irrespective of your decision, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents and also recognize the sacrifices of your time and efforts in contributing to the success of the Board.

Should you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

Sincerely,


Heather Montemayor, CMC
City Clerk

HM/tb

Please return the letter with your reply to the City Clerk's office by March 24, 2023. A self-addressed envelope is enclosed for your convenience.

X I would like to serve another term on the Planning and Zoning Board.

 I can no longer serve.


Brian Bennett (sign here)



Nominating Form

Application for Appointment to Board or Committee

Date: March 23, 2023

The attached application from Joe Chancy for the Planning & Zoning Board has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☐ Regular Member
☒ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

Signature:

Date:

Appointing
Elected Official:

- ☐ Mayor Bill Ganz
☒ Vice Mayor Michael Hudak
☐ Commissioner Ben Preston
☐ Commissioner Bernie Parness
☐ Commissioner Todd Drosky

Please return to City Administration for processing.



March 17, 2023

Joe Chancy
4250 NE 4th Avenue
Deerfield Beach, FL 33064

RE: Planning and Zoning Board

Dear Mr. Chancy:

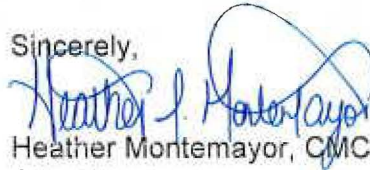
Your current term on the **Planning and Zoning Board** of the City of Deerfield Beach expires on April 30, 2023. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

Whether or not you desire to continue to serve on the **Planning and Zoning Board**, the Commission would like to have the benefit of your knowledge gained while serving. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward them to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Irrespective of your decision, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents and also recognize the sacrifices of your time and efforts in contributing to the success of the Board.

Should you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

Sincerely,


Heather Montemayor, CMC
City Clerk

HM/tb

Please return the letter with your reply to the City Clerk's office by March 24, 2023. A self-addressed envelope is enclosed for your convenience.

☒ I would like to serve another term on the Planning and Zoning Board.

☐ I can no longer serve.


Joe Chancy (sign here)



Nominating Form

Application for Appointment to Board or Committee

Date: March 28, 2023

The attached application from Kanthiah Easwara Chandran for the Planning & Zoning Board has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☐ Regular Member
☒ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

 3-28-23

Signature:

Date:

Appointing
Elected Official:

- ☐ Mayor Bill Ganz
☐ Vice Mayor Michael Hudak
☒ Commissioner Ben Preston
☐ Commissioner Bernie Parness
☐ Commissioner Todd Drosky

Please return to City Administration for processing.



March 17, 2023

Kanthiah E. Chandran
1931 Wildwood Lane N
Deerfield Beach, FL 33442

RE: Planning and Zoning Board

Dear Ms. Chandran:

Your current term on the **Planning and Zoning Board** of the City of Deerfield Beach expires on April 30, 2023. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

Whether or not you desire to continue to serve on the **Planning and Zoning Board**, the Commission would like to have the benefit of your knowledge gained while serving. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward them to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Irrespective of your decision, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents and also recognize the sacrifices of your time and efforts in contributing to the success of the Board.

Should you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

Sincerely,


Heather Mohtemayor, CMC
City Clerk

HM/tb

Please return the letter with your reply to the City Clerk's office by March 24, 2023. A self-addressed envelope is enclosed for your convenience.



I would like to serve another term on the Planning and Zoning Board.

I can no longer serve.



03/24/23

Kanthiah E. Chandran (sign here)



PLANNING AND ZONING

Creating Authority:

City Charter-Section 312-Ordinance No 1179
Rules of Procedure set by Resolution No 1992/082
Ordinance No. 2011/018

Method of Appointment:

5 Regular/5 Alternates

Financial Disclosure:

Required

Compensation:

None

Liaison:

Eric Power, Director of Planning & Development Services, (954) 480-4206

Meeting Dates:

1st Thursday, 7:00 p.m. in the City Commission Chambers

Functions and Responsibilities:

To act in an advisory capacity to the Commission on questions relating to zoning and to conduct investigations and hold public hearings when the board deems necessary, on all matters or proposals to change zoning regulations, and report its findings and recommendations on such matters and proposals to the Commission.

To study an existing City plan, with the view to improving same so as to provide for the development, general improvement and probable future growth of the City, and from time to time make recommendations to the Commission for changes in the existing City plan so as to incorporate new developments or for the adoption of a new City plan.

To investigate and approve or disapprove all new plats to be presented to the Commission for approval to perform such other duties as may from time to time be assigned to such Board by the Commission (See City Charter, Section 312).

Name <i>Regular Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Thomas Plaut (Mayor)	3920 NW 4 th Court Deerfield Beach, FL 33442	428-9591 934-6991 (C)	SELF	2021/042	04/06/21	04/30/25
Bridgette Beckford (District 1)	309 NE 47 th Place Deerfield Beach, FL 33064	242-1899	NEW	2019/053	5/7/2019	04/30/23
Brian Bennett (District 2)	650 SW 14 th Place Deerfield Beach, FL 33441	274-9621	SELF	2019/041	05/01/19	04/30/23
William Lane (District 3)	11 Tilford A Deerfield Beach, FL 33442	754-212-2936 (h) 814-969-4226 (C)	SELF	2021/042	04/06/21	04/30/25
Michelle Balaun (District 4)	2287 Woodlands Way, Deerfield Beach, FL 33442	954-778-1886	SELF	2021/042	04/06/21	04/30/25

Name <i>Alternate Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
David Kurlander (Mayor)	1103 SE 7 th Street Deerfield Beach, FL 33441	954-650-0725	NEW	2021/029	5/01/21	04/30/25
Joe Chancy (District 1)	4250 NE 4 th Avenue Deerfield Beach, FL 33064	954-732-8215	GIBILARO		01/04/22	04/30/23
Kanthiah Easwara Chandran (District 2)	1931 Wildwood Lane N Deerfield Beach, FL 33442	561-247-8596	SELF	2019/069	05/21/19	04/30/23
VACANT (District 3)			NEW			04/30/25
VACANT (District 4)			NEW			04/30/25



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1792

Agenda Date: 4/25/2023

Status: BOARD APPOINTMENTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Terrance Glunt as a regular member and Mark Damiano as an alternate member to the Community Appearance Board; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Terrance Glunt and Mark Damiano have expressed interest in continuing to serve on the Community Appearance Board. Commissioner Hudak has nominated Terrance Glunt to serve as a regular member and Mark Damiano to serve as an alternate member.

Current Activity

Upon approval, the Board will have five regular members with no vacancies and two alternates with three vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, REAPPOINTING TERRANCE GLUNT
AS A REGULAR MEMBER AND MARK DAMIANO AS AN ALTERNATE
MEMBER TO THE COMMUNITY APPEARANCE BOARD; AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City of Deerfield Beach’s (“City”) Community Appearance Board (the “Board”) was created pursuant to the Section 78-1 of the City’s Land Development Code (“Code”) to enhance community character, promote urban beautification, require that new projects and development enhance that which already exists, and to provide the Planning and Development Services Department with design consultation when requested; and

WHEREAS, pursuant to Section 78-3 of the Code, the Board shall consist of five regular members and five alternative members, and each Commissioner shall appoint one regular member and one alternate member to the Board, subject to approval by a majority of the City Commission; and

WHEREAS, the members of the Board are appointed by and serve at the pleasure of the City Commission for a term that will expire on May 15th of the year that the term of the appointing Commissioner’s term expires; and

WHEREAS, on May 15, 2023, Terrance Glunt’s and Mark Damiano’s term on the Board will expire; and

WHEREAS, Terrance Glunt has expressed an interest to continue to serve on the Board as a regular member; and

WHEREAS, Mark Damiano has expressed an interest to continue to serve on the Board as an alternate member.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. Terrance Glunt is hereby reappointed to serve as a regular member of the Community Appearance Board for a term commencing on May 16, 2023 and ending on May 15, 2027.

Section 3. Mark Damiano is hereby reappointed to serve as an alternate member of the Community Appearance Board for a term commencing on May 16, 2023 and ending on May 15, 2027.

Section 4. Terrance Glunt and Mark Damiano shall serve without compensation and are required to file a financial statement in accordance with Florida Statutes.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date:

March 22, 2023

The attached application from

Terrance Glunt

for the

Community Appearance Board

has been received.

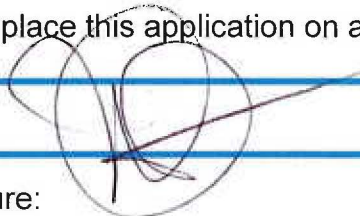
The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

☒ Regular Member

☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

Signature:

 03/24/23

Date:

Appointing
Elected Official:

☐ Mayor Bill Ganz

☒ Vice Mayor Michael Hudak

☐ Commissioner Ben Preston

☐ Commissioner Bernie Parness

☐ Commissioner Todd Drosky

Please return to City Administration for processing.



March 9, 2023

Terrance N. Glunt
1456 SE 6th Street
Deerfield Beach, FL 33442

RE: Community Appearance Board

Dear Mr. Glunt:

Your current term on the **Community Appearance Board** of the City of Deerfield Beach expires on May 15, 2023. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

Whether or not you desire to continue to serve on the Community Appearance Board, the Commission would like to have the benefit of your knowledge gained while serving. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward them to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Irrespective of your decision, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents and also recognize the sacrifices of your time and efforts in contributing to the success of the Board.

Should you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

Sincerely,

Heather Montemayor, CMC
City Clerk

HM/tb

Please return the letter with your reply to the City Clerk's Office by April 3, 2023. A self-addressed envelope is enclosed for your convenience.

☒ I would like to serve another term on the Community Appearance Board.

☐ I can no longer serve.


Terrance N. Glunt (sign here)



Nominating Form

Application for Appointment to Board or Committee

Date: March 16, 2023

The attached application from Mark Damiano for the
Community Appearance Board has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☐ Regular Member
☒ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

Michael E. Hudak 03/17/2023

Signature:

Date:

Appointing
Elected Official:

- ☐ Mayor Bill Ganz
☒ Vice Mayor Michael Hudak
☐ Commissioner Ben Preston
☐ Commissioner Bernie Parness
☐ Commissioner Todd Drosky

Please return to City Administration for processing.



March 9, 2023

Mark Damiano
1312 SE 12th Terrace
Deerfield Beach, FL 33441

RE: Community Appearance Board

Dear Mr. Damiano:

Your current term on the **Community Appearance Board** of the City of Deerfield Beach expires on May 15, 2023. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

Whether or not you desire to continue to serve on the Community Appearance Board, the Commission would like to have the benefit of your knowledge gained while serving. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward them to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Irrespective of your decision, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents and also recognize the sacrifices of your time and efforts in contributing to the success of the Board.

Should you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

Sincerely,

Heather Montemayor, CMC
City Clerk

HM/tb

Please return the letter with your reply to the City Clerk's Office by April 3, 2023. A self-addressed envelope is enclosed for your convenience.

X I would like to serve another term on the Community Appearance Board.

_____ I can no longer serve.


Mark Damiano (sign here)



COMMUNITY APPEARANCE BOARD

Creating Authority:

City Charter-Section 3.12

Method of Appointment:

Ordinance No. 1990/001 - Seven (7) Regular Members; Two (2) Alternate Members; Two (2) year Terms

Ordinance No. 2011/017 - Five (5) Regular Members; Five (5) Alternate Members

Ordinance No. 2013/015 - Disband Beautification Authority and transfer duties to CAB

Ordinance No. 2015/034 – Allows board to meet once monthly; quorum of three (3)

Qualifications:

One (1) Florida Registered Architect

One (1) Florida Registered Landscape Architect

One (1) Sign contractor

Remaining members shall be a Florida Registered Professional Engineer, a Florida Licensed General contractor, an Urban Planner, have a Fine Arts Degree, or own Business or possess a similar related background.

Financial Disclosure:

Required (per letter from Commission of Ethics - 11/30/90)

Compensation:

None

Liaison:

Eric Power, Department of Planning & Development Services, (954) 480-4206

Meeting Dates:

2nd & 4th Wednesday, 7:00 p.m. in City Commission Chambers

Functions and Responsibilities:

The Community Appearance Board shall meet at least twice per month, on a regularly scheduled basis, or more often as may be required in order to consider pending applications without unnecessary delay.

Three (3) members of the board shall constitute a quorum and the affirmative vote of at least three (3) members of the board shall be necessary for any action.

The task of the Board is to preserve various elements of urban beauty and require that new projects enhance that which already exists.

Name Regular Members	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Tinka Ellington (Mayor)	1517 SE 6th Street Deerfield Beach, FL 33441	954-448-5226	NEW	2021/156	11/16/2021	05/15/25
Terrance N. Glunt Engineer (District 1)	1456 SE 6th Street Deerfield Beach, FL 33442	570-8621 (H) 565-2113	SELF	2019/052	05/07/19	05/15/23
Patrick Morris (District 2)	241 NW 41st Street Deerfield Beach, FL 33064	415-6173	SELF	2019/072	06/04/19	05/15/23
Jack Hugentugler II (District 3)	3809 NW 7th Place Deerfield Beach, FL 33442	427-7917 695-5826 (C)	SELF	2021/064	05/04/21	05/15/25
Harry L. Belton Landscape Architect (District 4)	P.O. Box 4161 Deerfield Beach, FL 33442	232-5398(H) 733-7233(W)	SELF	2021/064	05/04/21	05/15/25

Name Alternate Members	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
VACANT (Mayor)	Deerfield Beach, FL 33441		NEW			
Mark Damiano Engineer (District 1)	1312 SE 12th Terrace Deerfield Beach, FL 33441	856-261-0175	SELF	2019/052	05/07/19	05/15/23
VACANT (District 2)			TRANCHIDA			05/15/23
Joseph Cummings (District 3)	267 Oakridge P Deerfield Beach, FL 33442	305-465-1877	BROWN	2023/046	03/28/23	05/15/25
VACANT (District 4)			NEW			



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1830

Agenda Date: 4/25/2023

Status: BOARD APPOINTMENTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Deborah Sullivan and Thelema Lamar as regular members of the Cultural Committee; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On December 6, 2022, the City Commission adopted Ordinance No. 2022/029, which amended the membership of the Cultural Committee (the "Committee") to consist of five regular members and five alternate members. The Mayor and each Commissioner may appoint one regular member and one alternate member. All appointments shall be subject to approval by a majority of the City Commission.

Current Activity

Deborah Sullivan and Thelema Lamar have both expressed an interest in continuing to serve on the Committee. Commissioner Michael Hudak has nominated Deborah Sullivan as a regular member and Commissioner Ben Preston has nominated Thelema Lamar as a regular member.

Upon approval, there will be four regular members with one vacancy and no alternate members.

Recommendation

Approval is recommended.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, REAPPOINTING DEBORAH
SULLIVAN AND THELEMA LAMAR AS REGULAR MEMBERS OF THE
CULTURAL COMMITTEE; AND PROVIDING FOR AN EFFECTIVE
DATE**

WHEREAS, the City of Deerfield Beach (the “City”) established an advisory committee known as the Deerfield Beach Cultural Committee (the “Committee”) pursuant to Section 2-166 of the City’s Code of Ordinances (the “Code”) to recommend to the City Commission various cultural events and projects to be undertaken by the City; and

WHEREAS, pursuant to Section 2-167 of the Code, the Committee shall consist of five regular members and five alternate members; and each Commissioner shall each appoint one regular member and one alternate member to the Committee, subject to approval by a majority of the City Commission; and

WHEREAS, the members of the Committee serve at the pleasure of the City Commission for terms that expire on May 15th of the year that the appointing Commissioner’s term expires; and

WHEREAS, Deborah Sullivan and Thelema Lamar have both expressed an interest in continuing to serve on the Committee.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:**

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. Deborah Sullivan and Thelema Lamar are hereby reappointed to serve as regular members of the Cultural Committee of the City of Deerfield Beach for a term commencing on May 16, 2023 and ending on May 15, 2027.

Section 3. Deborah Sullivan and Thelema Lamar shall serve without compensation.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

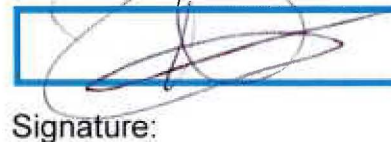
Date: March 20, 2023

The attached application from Deborah Sullivan for the Cultural Committee has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☒ Regular Member
☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

Signature:  Date: 03/24/23

Appointing
Elected Official:

- ☐ Mayor Bill Ganz
☒ Vice Mayor Michael Hudak
☐ Commissioner Ben Preston
☐ Commissioner Bernie Parness
☐ Commissioner Todd Drosky

CITY OF DEERFIELD BEACH
RECEIVED

MAR 20 2023

CITY CLERK'S OFFICE

Please return to City Administration for processing.



March 9, 2023

Deborah Sullivan
937 SE 12th Way
Deerfield Beach, FL 33441

RE: Cultural Committee

Dear Ms. Sullivan:

Your current term on the **Cultural Committee** of the City of Deerfield Beach expires on May 15, 2023. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

Whether or not you desire to continue to serve on the Cultural Committee, the Commission would like to have the benefit of your knowledge gained while serving. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward them to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Irrespective of your decision, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents and also recognize the sacrifices of your time and efforts in contributing to the success of the Board.

Should you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

Sincerely,


Heather Montemayor, CMC
City Clerk

HM/tb

Please return the letter with your reply to the City Clerk's Office by April 3, 2023. A self-addressed envelope is enclosed for your convenience.

X I would like to serve another term on the Cultural Committee.

 I can no longer serve.


Deborah Sullivan (sign here)



Nominating Form

Application for Appointment to Board or Committee

Date: April 3, 2023

The attached application from Thelema Lamar for the
Cultural Committee has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☒ Regular Member
☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

 4-4-23

Signature:

Date:

Appointing
Elected Official:

- ☐ Mayor Bill Ganz
☐ Vice Mayor Bernie Parness
☐ Commissioner Michael Hudak
☒ Commissioner Ben Preston
☐ Commissioner Todd Drosky

Please return to City Administration for processing.



March 9, 2023

Thelema Lamar
660 NW 2nd Terrace
Deerfield Beach, FL 33441

RE: Cultural Committee

Dear Ms. Lamar:

Your current term on the **Cultural Committee** of the City of Deerfield Beach expires on May 15, 2023. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

Whether or not you desire to continue to serve on the Cultural Committee, the Commission would like to have the benefit of your knowledge gained while serving. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward them to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Irrespective of your decision, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents and also recognize the sacrifices of your time and efforts in contributing to the success of the Board.

Should you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

Sincerely,

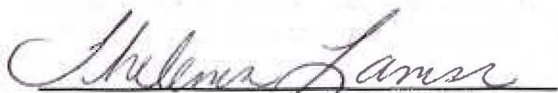
Heather Montemayor, CMC
City Clerk

HM/tb

Please return the letter with your reply to the City Clerk's Office by April 3, 2023. A self-addressed envelope is enclosed for your convenience.

 X I would like to serve another term on the Cultural Committee.

 I can no longer serve.


Thelema Lamar (sign here)



**CITY OF DEERFIELD BEACH
RECEIVED**

4/2/2023

City Clerk's Office
City of Deerfield Beach
150 NE Second Avenue
Deerfield Beach, FL 33441

APR 3 2023

CITY CLERK'S OFFICE

RE: Cultural Committee

To whom it my concern:

It has been a pleasure serving on my hometowns Cultural Committee. I have learned the ins and outs of how the city implements programs and events for the residents of Deerfield Beach. I also learned how to write a thorough proposal and the importance of having a budget, to ensure the city can afford to continue putting on programs and events that are culturally based.

I enjoy sharing with the committee my cultural experiences learned while away at college. I am grateful to have been given the opportunity to share my knowledge with my community. I would like to remain on the committee to continue to suggest the implementation of programs and events that will educate and celebrate the cultures of the residences in the City of Deerfield Beach. The committee members and myself will stride to provide the city commission ideas on cultural events that are inclusive and nurturing.

Looking forward to a lasting partnership and thank you again for the opportunity.

Sincerely,

Thelema Lamar
Cultural Committee Member



CULTURAL COMMITTEE

Creating Authority:

City Charter-Section 3.12 (2)

Method of Appointment:

Resolution No. C-3212

Resolution C-1981/048 (Amending Resolution C-3212)

Resolution C-1989/104 (Amending Resolution C3212 - Changing Composition of Membership)

Resolution C-1989/155 (Amending Resolution C-3212 - Changing Composition of Membership)

Resolution C-1990/102 (Amending Resolution C3212 - Powers and Duties)

Ordinance C-1993/034 (Amending Section 2-167 - Increase membership from 12 to 15)

Ordinance No. 2014/004 (Amending Section 2-167 - Decrease membership from 15 to 9)

Ordinance No. 2014/025 (Amending Section 2-167 - Committee shall consist of 9 regular members and 3 alternate members)

Ordinance No. 2017/009 (Amending Section 2-167 and 2-168 – Membership and Removal for Unexcused Absences)

Ordinance No. 2022/029 (Amending Section 2-167 - Changing Composition of Membership)

Financial Disclosure:

Not Required (As of Resolution C-1990/102/Letter from Commission of Ethics)

Compensation:

None

Liaison:

Carolyn Marshall, Manager I of Community Events, (954) 480-4429

Meeting Dates:

3rd Monday at 6:30 p.m. at the Central City Campus Conference Room

Functions and Responsibilities:

That the powers and duties of this committee shall be as follows:

- 1) The Deerfield Beach Cultural Committee may recommend to the City Commission various cultural events and projects to be undertaken by the City.
- 2) The Deerfield Beach Cultural Committee may enter into preliminary negotiations concerning the arrangement of cultural events for the City but the committee is not empowered to contract but merely to recommend said events to the City Commission
- 3) The Deerfield Beach Cultural Committee is empowered to recommend to the City Commission the arranging of cultural events, including but not limited to, the method of distribution of tickets and general promotion of said events.
- 4) Should the Deerfield Beach Cultural Committee receive monies from ticket sales or should it receive donations for cultural events then all such monies shall be delivered to the City of Deerfield Beach Department of Management and budget for deposit into a City fund reserved for cultural events and facilities.

- 5) The Deerfield Beach Cultural Committee is empowered to recommend various expenditures that may be incurred in connection with the presentation of approved cultural events. Such expenditures shall only be incurred upon the approval of the City Manager.

Name <i>Regular Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Ashley Gombs (Mayor)	1331 SW 10 th Terrace, Deerfield Beach, FL 33441	954-242-5013 (c)	FREITAG	2022/193	12/06/22	05/15/25
Deborah Sullivan (District 1)	937 SE 12 th Way Deerfield Beach, FL 33441	801-721-1738	NEW	2022/193	12/06/22	05/15/23
Thelema Lamar (District 2)	660 NW 2 nd Ter Deerfield Beach, FL 33441	427-0966 709-0311 (C)	EASLEY	2022/193	12/06/22	05/15/23
Daniel Shanetzky (District 3)	34 Keswick B Deerfield Beach, FL 33442	561-400-7062	NEW	2022/193	12/06/22	05/15/25
VACANT (District 4)			KERNS			05/15/25

Name <i>Alternate Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
VACANT (Mayor)			NEW			05/15/25
VACANT (District 1)			O'BRYAN			05/15/23
VACANT (District 2)			GOMBS			05/15/23
VACANT (District 3)			NEW			
VACANT (District 4)			KERNS			05/15/25



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1832

Agenda Date: 4/25/2023

Status: BOARD APPOINTMENTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Sophia Gayle to the Historic Preservation Board; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On January 14, 2020, the City of Deerfield Beach City Commission adopted Ordinance 2020/004, creating the Historic Preservation Board ("Board") establishing the power and duties of the Board and providing that the Board shall consist of five regular members. The purpose of the Board is to inventory, designate, certify, regulate, and manage historical resources in the City.

Current Activity

Sophia Gayle has expressed an interest in continuing to serve on the Board and has been nominated by Commissioner Ben Preston. Upon approval, the Board will have no vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, REAPPOINTING SOPHIA GAYLE TO
THE HISTORIC PRESERVATION BOARD; AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, the City of Deerfield Beach (the “City”) created the Historic Preservation Board (“Board”) pursuant to Section 98-171 of the City’s Code of Ordinances (the “Code”) to inventory, designate, certify, regulate and manage historic resources in the City; and

WHEREAS, pursuant to Section 98-171 of the Code, the Board shall consist of five regular members, subject to approval by a majority of the City Commission; and

WHEREAS, the members of the Board are appointed by and serve at the pleasure of the City Commission for a term that will expire on May 15th of the year that the appointing Commissioner’s term expires; and

WHEREAS, Sophia Gayle has expressed an interest in continuing to serve on the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. Sophia Gayle is hereby reappointed to the Historic Preservation Board of the City of Deerfield Beach for a term commencing on May 16, 2023 and ending on May 15, 2027.

Section 3. Sophia Gayle shall serve without compensation and is required to file a financial disclosure statement.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: March 20, 2023

The attached application from Sophia Gayle for the
Historic Preservation Board has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☒ Regular Member
☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

 3-28-23

Signature:

Date:

Appointing
Elected Official:

- ☐ Mayor Bill Ganz
☐ Vice Mayor Michael Hudak
☒ Commissioner Ben Preston
☐ Commissioner Bernie Parness
☐ Commissioner Todd Drosky

CITY OF DEERFIELD BEACH
RECEIVED

MAR 28 2023

CITY CLERK'S OFFICE

Please return to City Administration for processing.



March 9, 2023

Sophia Gayle
643 NW 3rd Way
Deerfield Beach, FL 33441

RE: Historic Preservation Board

Dear Ms. Gayle:

Your current term on the **Historic Preservation Board** of the City of Deerfield Beach expires on May 15, 2023. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

Whether or not you desire to continue to serve on the Historic Preservation Board, the Commission would like to have the benefit of your knowledge gained while serving. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward them to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Irrespective of your decision, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents and also recognize the sacrifices of your time and efforts in contributing to the success of the Board.

Should you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

Sincerely,

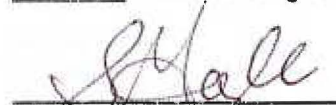

Heather Montemayor, CMC
City Clerk

HM/tb

Please return the letter with your reply to the City Clerk's Office by April 3, 2023. A self-addressed envelope is enclosed for your convenience.

☒ I would like to serve another term on the Historic Preservation Board.

☐ I can no longer serve.



Sophia Gayle (sign here)



HISTORIC PRESERVATION BOARD

Creating Authority:

Ordinance No. 2020/004

Method of Appointment:

Five (5) Regular Members

Financial Disclosure:

Required

Compensation:

None

Liaison:

Eric Power, Director of Planning & Development Services, (954) 480-4206

Meeting Dates:

1st Thursday, quarterly or four (4) times within the calendar year

Functions and Responsibilities:

Providing historical markers, plaques, and other recognition for individual historic resources, districts, archaeological sites, archaeological zones, and paleontological zones.

Recommending zoning and building code amendments to the proper authorities to assist in promoting historic preservation.

Developing and applying design guidelines.

Initiating, reviewing, and updating historic site surveys in the City.

Reviewing National Register nominations and providing comments to the appropriate entities.

Reviewing and making recommendations to City staff regarding grants and financial incentives that assist in promoting historic preservation within the City that are available to property owners and the City.

Promoting the awareness of historic preservation and its community benefits.

Preparing and maintaining records of the Historic Preservation Board's actions and decisions.

Fulfilling all obligations and requirements associated with the Certified Local Government Program.
Promoting and assisting in the creation, program, and work of local historical, archaeological, and genealogical societies.

Method of Appointment:

The Commission shall attempt to nominate architects, realtors, archaeologists, historians, neighborhood activists, lawyers or other individuals from the business, financial and other segments of the community who, by virtue of their profession, business or civic involvement, have demonstrated concern for historic preservation.

After expiration of initial members, those appointed in 2020, all other members shall serve for a two (2) year term.

Name Regular Members	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Kiku Martinson (Mayor)	2440 Lob Lolly Lane, Deerfield Beach, FL 33442	954-422-1710 (h) 954-675-3868 (c)	NEW	2021/028	03/16/21	05/15/25
VACANT (District 1)			JONES			05/15/23
Sophia Gayle (District 2)	643 NW 3rd Way Deerfield Beach, FL 33441	954-421-1971 (h) 954-993-9977 (c)	NEW	2021/026	03/16/21	05/15/23
Amie Kay Tanner (District 3)	111 SE 5th Avenue Odas Tanner Way S. Deerfield Beach, FL 33441	954-245-8937	SANTY	2021/100	07/20/21	05/15/25
Judith Stanich (District 4)	2257 Alba Way. Deerfield Beach, FL 33442	954-461-1152 (h) 561-368-0191 (c)	LING	2023/002	01/10/23	05/15/25



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1778

Agenda Date: 4/25/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of an Energy Efficiency and Conservation Block Grant Program Application to the United States Department of Energy for the development of a greenhouse gas emissions strategy associated with the transportation sector; authorizing execution of a grant agreement, if awarded; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

There is no matching requirement for this grant.

Background/History

The Infrastructure Investment and Jobs Act (IIJA) was signed into law by President Biden on November 15, 2021. The law authorizes \$1.2 trillion for transportation and infrastructure spending with \$550 billion of that figure going toward “new” investments and programs. Funding from the IIJA is expansive in its reach, addressing energy and power infrastructure, access to broadband internet, water infrastructure, and more.

The IIJA provides \$550 million in funding for Energy Efficiency and Conservation Block Grant (EECBG) Program. EECBG Program is designed to assist states, local governments, and Tribes in implementing strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency. The Department of Energy (DOE) is responsible for managing and dispersing these funds.

DOE determined that 1,878 local governments are eligible for EECBG Program formula grants. The City of Deerfield Beach falls into this category and therefore has a pre-determined EECBG Program formula grant allocation of \$141,090.

Communities can use this flexible source of funding to catalyze long-term, impactful, and self-sustaining plans, projects, and programs.

Current Activity

The City of Deerfield Beach (“City”) seeks Commission approval to apply for the Energy Efficiency and Conservation Block Grant through the US Department of Energy in the amount of \$141,090.

The proposed project will focus on reducing greenhouse gas (GHG) emissions associated with the transportation sector.

Statistically, the transportation sector is known to produce some of the highest levels of greenhouse gas (GHG) emissions in the United States. Over half of Broward County's emissions are generated by transportation operations. GHG emissions contribute to the acceleration of climate change, posing a significant risk to our infrastructure, natural systems, resources and community health.

The proposed project will be comprised of the following components:

1. Community-wide baseline greenhouse gas inventory;
2. Fuel efficiency and conservation strategy;
3. Municipal fleet analysis and right-sizing;
4. Alternative fuels plan to include electric, CNG, propane, etc.;
5. Policy and ordinance development and implementation; and,
6. Electric vehicle charging infrastructure.

In alignment with the City's Strategic Plan and sustainability initiatives, the goals of the program are as follows:

1. Reduce the emissions produced by the transportation sector in Deerfield Beach;
2. Adjust municipal vehicle use for more efficient and cost-effective operations;
3. Promote the use of alternative fuel vehicles in the community; and,
4. Provide equitable, community-wide access to fueling infrastructure of all types.

By focusing these efforts on the transportation sector, the City hopes to make an impactful change to community GHG emissions and reduce overall fleet operating costs.

Application development is currently underway.

Recommendation

Staff recommends that City Commission authorize the submission of an application to the U.S. Department of Energy for the Energy Efficiency and Conservation Block Grant program in the amount of \$141,090, and authorize execution of the grant agreement, if awarded.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SUBMISSION OF AN ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM APPLICATION TO THE UNITED STATES DEPARTMENT OF ENERGY FOR THE DEVELOPMENT OF A GREENHOUSE GAS EMISSIONS STRATEGY ASSOCIATED WITH THE TRANSPORTATION SECTOR; AUTHORIZING EXECUTION OF A GRANT AGREEMENT, IF AWARDED; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Energy Efficiency and Conservation Block Grant (“EECBG”) Program is designed to assist states, local governments, and Tribes in implementing strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency; and

WHEREAS, the Department of Energy (the “DOE”) is responsible for administering the EECBG Program, (the “Program”) which is federally funded through the Infrastructure Investment and Jobs Act (“ILJA”); and

WHEREAS, the ILJA provides \$550 million dollars in funding for the Program and DOE has determined that 1,878 local governments are eligible for EECBG Program grant funds; and

WHEREAS, the City falls within this category and has a pre-determined EECBG Program grant formula allocation of \$141,090.00; and

WHEREAS, the City is seeking funding for the development of a greenhouse gas emission strategy associated with the transportation sector (the “Project”); and

WHEREAS, the Project will consist of the following components: (1) a community-wide baseline greenhouse gas inventory; (2) a fuel efficiency and conservation strategy; (3) a municipal fleet analysis and right-sizing; (4) an alternative fuel plan to include electric, CNG, propane, etc.; (5) the development and implementation of a policy and ordinance; and (6) electric vehicle charging infrastructure; and

WHEREAS, the City is seeking funding in the amount of \$141,090.00 from DOE (the “Grant”) for the Project; and

WHEREAS, staff recommends the City Commission approve the submission of an application to DOE for the Grant and authorize execution of a Grant agreement, if awarded.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby approves the submission of an application to DOE for the Grant in the amount of \$141,090.00 for the Project. The City Manager is authorized to sign and submit the application.

Section 3. If the Grant is awarded, the City Commission hereby authorizes the appropriate City officials to execute a Grant agreement with DOE, subject to the terms of the Grant agreement being acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1809

Agenda Date: 4/25/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Amended Subrecipient Agreement with the City of Pompano Beach for the 2019 Edward Byrne Memorial Justice Assistance Grant Award to extend the Agreement term end date to September 30, 2023; authorizing execution of the Amended Agreement; providing for conflicts and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant (JAG) provides funding to assist eligible states, local units of government, and tribes in preventing and reducing crime and violence. In 2019, the City of Deerfield Beach, through the Broward Sheriff's Office, applied for the Edward Byrne Memorial Justice Assistance Grant (JAG) to conduct enforcement along the railroad tracks within the City of Deerfield Beach limits.

The City of Pompano Beach, identified by the Bureau of Justice Assistance (BJA) as the 2019 JAG lead fiscal agent for Broward County and its 17 jurisdictions, is responsible for administering the grant awards. In May 2020, the City of Deerfield Beach received a notification of award for the 2019 JAG in the amount of \$ 20,252.70. In June 2020, the City entered into a subrecipient agreement with the City of Pompano Beach. The agreement end date was September 30, 2022.

As the City's contracted law enforcement, Broward Sheriff's Office will implement the 2019 JAG funded Railroad Crossing Education-Enforcement project.

Current Activity

In September 2022, the City of Pompano Beach informed Broward County and its 17 jurisdictions, Deerfield Beach included, of its intent to submit an extension request to the BJA to extend the 2019 JAG award end date from September 30, 2022 to September 30, 2023 to allow for sufficient time to expend the grant funds. In March 2023, the City of Deerfield Beach was notified that the extension was approved. To accept the extension, execution of the attached amended subrecipient agreement is required.

Recommendation

It is recommended that the City Commission approve the amended subrecipient agreement with the City of Pompano Beach for the 2019 Edward Byrne Memorial Justice Assistance Grant in the amount

of \$20,252.70, extending the project end date to September 30, 2023 and authorizing execution of the agreement.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AMENDED SUBRECIPIENT AGREEMENT WITH THE CITY OF POMPAÑO BEACH FOR THE 2019 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AWARD TO EXTEND THE AGREEMENT TERM END DATE TO SEPTEMBER 30, 2023; AUTHORIZING EXECUTION OF THE AMENDED AGREEMENT; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, the U.S. Department of Justice (“DOJ”), Office of Justice Programs, Bureau of Justice Assistance (“BJA”), Edward Byrne Memorial Justice Assistance Grant (“JAG”) Program provides funding to assist eligible states, local units of government, and tribes in preventing and reducing crime and violence; and

WHEREAS, Broward County, along with several municipalities within the County, (collectively, the “Participating Agencies”) were identified as disparate and eligible for JAG funding; and

WHEREAS, the City of Deerfield Beach (the “City”) was allotted \$20,252.70 of the JAG grant funds (the “Grant”) to fund the Railroad Crossing Education-Enforcement Project (“Project”); and

WHEREAS, the Participating Agencies entered into a Memorandum of Understanding providing for the City of Pompano Beach (“Pompano Beach”) to serve as the lead agency and grant administrator of the funds received under the JAG Program; and

WHEREAS, in order to receive the Grant, the City entered into a subrecipient agreement with Pompano Beach (the “Subrecipient Agreement”); and

WHEREAS, Pompano Beach submitted an extension request to BJA to extend the 2019 JAG award end date from September 30, 2022 to September 30, 2023 to allow for sufficient time to expend the grant funds; and

WHEREAS, in March 2023, the City was notified that the extension was approved and received an amended subrecipient agreement from Pompano Beach, attached as Exhibit “1”, which amends the Subrecipient Agreement with Pompano Beach to include the grant end date extension to September 30, 2023 (the “Amended Subrecipient Agreement”); and

WHEREAS, the City Commission deems it to be in the best interest of the City to approve and authorize execution of the Amended Subrecipient Agreement, attached as Exhibit “1”.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Amended Subrecipient Agreement with the City of Pompano Beach, attached as Exhibit “1.”

Section 3. The City Commission hereby authorizes the City Manager to execute the Amended Subrecipient Agreement, attached as Exhibit “1,” together with such non-substantial changes as are to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



**SUBRECIPIENT AGREEMENT BETWEEN CITY OF POMPANO BEACH,
AND CITY OF DEERFIELD BEACH FOR
2019 Edward Byrne Memorial Justice Assistance Grant Program**

This is a Subrecipient Agreement (“Agreement”), made and entered into by and between City of Pompano Beach, a municipal corporation organized and existing under the laws of the State of Florida (“City”) and CITY OF DEERFIELD BEACH, a political subdivision of the State of Florida (“County” or “Subrecipient”), (collectively referred to as the “Parties”).

RECITALS

A. The U.S. Department of Justice (“DOJ”) has identified the County as a “disparate” county.

B. The City is a recipient of federal Edward Byrne Memorial Justice Assistance Grant (“JAG”) funds. As a non-federal pass-through entity for this program, the City sub-awards JAG funds to eligible units of government. All sub-awards made by the City to eligible units of government under this program require compliance with this Agreement upon signed acceptance of the sub-award.

C. The Subrecipient has been identified as an eligible jurisdiction able to implement the objectives and goals of the JAG program, Catalogue of Federal Domestic Assistance (“CFDA”) Number 16.738.

D. This Agreement must be consistent with the requirements outlined in 2 CFR 200.331, the Federal Uniform Administrative requirements, Cost Principals, and Audit Requirements for Federal Awards found in Title 2 Grants and Agreements, Part 200.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. PURPOSE

This Agreement establishes the relationship between the Parties for participation in the FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation Grant Program. The Federal Award Identification Number is 2019-DJ-BX-0432 and the Federal Award Date to the City

was October 1, 2018. Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) the Federal award project description for the Subrecipient is individually summarized in Exhibit A attached hereto and incorporated by reference.

Upon acceptance of the sub-award, the terms and conditions outlined herein will become binding. As a unit of government, the Subrecipient will maintain required state and federal registrations and certifications for eligibility under this program. The Subrecipient must submit required programmatic and financial reports documenting that eligible activities were completed in accordance with the grant and program requirements.

ARTICLE 2. AWARD

The Subrecipient's grant award is as follows:

Subrecipient's Name	Sub-award Amount
CITY OF DEERFIELD BEACH	\$20,252.70

The City will only reimburse Subrecipient for authorized activities as described in Exhibit B, 2018 Edward Byrne Memorial Justice Assistance Grant Program Budget and Exhibit C, Subaward Grant Certificate, Award #2019-DJ-BX-0432. The City will not reimburse for costs incurred for any purpose other than those specified in this Agreement. Failure to comply with provisions of this Agreement, including failure to perform grant activities as specified in this Agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and this Agreement, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

Grant funds must not be used for research and development and the grant funds must not be used for lobbying. Funds allocated under this Agreement shall not be used for prohibited expenditures found in 34 U.S.C. § 10152(d), 42 U.S.C. § 3751, or other prohibited expenditures as identified within the grant.

ARTICLE 3. METHOD OF BILLING AND PAYMENT

Subrecipient may submit invoices for compensation no more often than on a monthly basis, but only after the activities for which the invoices are submitted have been completed. An original invoice transmitted electronically is due within fifteen (15) days of the end of the month except the final invoice which must be received no later than thirty (30) days after expiration or earlier termination of this Agreement. Invoices must designate the nature of the activities completed and, as applicable, the personnel, hours, tasks, or other detail as requested by the City. All payments made to Subrecipient are contingent upon approval of the City.

Invoices shall be submitted to:

City of Pompano Beach
Room 480, Finance Department
Attn: Melody Major
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Melody.Major@copbfl.com

ARTICLE 4. TERM

The term of this Agreement and the sub-award period of performance shall begin March 27, 2023 and shall end on September 30, 2023. The continuation of this Agreement beyond the end of any City fiscal year is subject to the appropriation and availability of necessary funding from the JAG program.

ARTICLE 5. GENERAL REQUIREMENTS

Subrecipient must comply with all requirements contained within the JAG Grant's special conditions attached hereto and marked as Exhibit D, Special Conditions, applicable to Subrecipient's portion of the funds. Additionally, Subrecipient must comply with requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide), http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf, the Edward Byrne Memorial Justice Assistance Grant program guidance, federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:

- **Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. § 200) Subpart A Definitions, Subparts B-D Administrative Requirements, Subpart E Cost Principals, Subpart F Audit Requirements and all applicable Appendices.** This guidance supersedes previous OMB Circulars and Standard Conditions and is applicable to any new sub-awards made under Federal grants awarded on or after December 26, 2014. <http://www.ecfr.gov/cgi-bin/text-idx?SID=62764122c780e5d1d2134127afadc30d&node=2:1.1.2.2.1 &rgn=div5>
- **Code of Federal Regulations:** www.gpo.gov/fdsvs/
 - 2 C.F.R. § 175.15(b), "Award Term for Trafficking in Persons"
 - 28 C.F.R. § 38, "Equal Treatment of Faith-Based Organizations"
 - 28 C.F.R. § 66, "U.S. Department of Justice Common Rule for State and Local Governments" (Common Rule)
 - 28 C.F.R. § 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
 - 28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63
- **Public Law**
 - Pub. L. No. 109-162, Title XI-Department of Justice Reauthorization, Subtitle B – Improving the Department of Justice's Grant Programs, Chapter 1 – Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program

and Local Law Enforcement Block Grant Program:

<http://www.gpo.gov/fdsys/pkg/PLAW-109publ162/pdf/PLAW-109publ162.pdf>.

- **United States Code:** www.gpo.gov/fdsys/

42 U.S.C. §§ 3711 et seq., “Omnibus Crime Control and Safe Streets Act of 1968.”

- **State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:** <http://dlis.dos.state.fl.us/barm/genschedules/GS2-2008-Rev2010.pdf>.

ARTICLE 6. STANDARD CONDITIONS

Subrecipient is bound by the following standard conditions:

6.1 Payment Contingent on Appropriation and Availability of Funds – The City’s obligation to reimburse Subrecipient for costs incurred under this Agreement is subject to the availability of federal funds and annual appropriation by the City Commission of the City of Pompano Beach, Florida.

6.2 System for Award Management (SAM) – Subrecipient must maintain current information in SAM until it submits the financial report required under this award or receives the final payment, whichever is later. This requires the Subrecipient to review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

6.3 Commencement of Project – If a project is not operational within 60 days after the date of full execution of this Agreement, Subrecipient must report, by letter to the City, the steps taken to initiate the project, the reasons for delay, and the expected start date.

6.3.1 If a project is not operational within ninety (90) days after the date of full execution of this Agreement, the Subrecipient must submit a second statement to the City explaining the implementation delay.

6.3.2 Upon receipt of the ninety (90) day letter, the City will determine if the reason for the delay is justified or will, at the City’s discretion, unilaterally terminate this agreement. The City, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written amendment to this Agreement.

6.4 Supplanting – Subrecipient acknowledges that funds received under this award will not be used to supplant state or local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

6.5 Personnel Changes – Upon implementation of the project, in the event there is a change in County Administrator for the Subrecipient or any contact information to include mailing address, phone number, email or title change, project staff must notify the DOJ Grants

Management System (GMS) help desk to update the organizational information in GMS. Project director changes require a grant adjustment in GMS.

6.6 Non-Procurement, Debarment and Suspension – Subrecipient must comply with 2 C.F.R. § 180, “OMB Guidelines to Agencies on Government Wide Debarment and Suspension (Non-procurement).” These procedures require Subrecipient to certify that it will not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the City.

6.7 Federal Restriction on Lobbying – Subrecipient must comply with 28 C.F.R. § 69, “New Restrictions on Lobbying” and must file the most current edition of the Certification and Disclosure Form, if applicable, with each submission that initiates consideration of such Subrecipient for award of a federal contract, grant, or cooperative agreement. In addition, the Subrecipient must not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the OJP.

6.8 The Coastal Barrier Resources Act - Subrecipient must comply and assure the compliance of all contractors receiving any of the grant funds under this Agreement with the provisions of the Coastal Barrier Resources Act (Pub. L. No. 97-348) dated October 19, 1982 (16 U.S.C. §§ 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

6.9 Enhancement of Security - If funds are used for enhancing security, Subrecipient must:

6.9.1 Have an adequate process to assess the impact of any enhancement of a security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

6.9.2 Conduct such an assessment with respect to each such enhancement and submit to the City the aforementioned assessment in its Final Program Report.

6.10 Conferences and Inspection of Work - Conferences may be held at the request of any Party to this agreement. At any time, a representative of the City, the U.S. Department of Justice, or the City Auditor, have the right to visit the project site to monitor, inspect and assess activities performed under this agreement.

6.11 Insurance Requirements - Subrecipient is an entity subject to Section 768.28, Florida Statutes, and will be fully responsible for the acts and omissions of its agents or employees in accordance with Florida law. Subrecipient must certify self-insurance or furnish verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 7. CIVIL RIGHTS REQUIREMENTS

7.1 Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in federally funded programs or activities. The Subrecipient must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 C.F.R. § 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

7.2 The City does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age. Subrecipient must notify contractors and agencies to whom it passes through funds received under this Agreement that they do not discriminate on the basis of race, color, national origin, religion, sex, disability, or age in the delivery of services, benefits, or employment practices.

7.3 Subrecipient is responsible for ensuring that contractors and agencies to whom it passes through funds are compliant with all Civil Rights requirements and that those contractors and agencies are aware that they may file a discrimination complaint with the Subrecipient, with the City or with the Office for Civil Rights (OCR), and how to do so.

7.4 Equal Employment Opportunity Plans

7.4.1 The Subrecipient must develop EEO Plans if they have 50 or more employees and have received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the online short form at www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the Subrecipient and must be available for review and audit. The organization must also submit an EEO Certification to the City.

7.4.2 If the Subrecipient is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the DOJ, it must submit its plan to the DOJ for approval. A copy of the DOJ approval letter must be submitted to the City. The approval letter expires two years from the date of the letter.

7.4.3 The Subrecipient is exempt from the EEO Plan requirement if it has fewer than 50 employees; does not receive any single award of \$25,000 or more from the DOJ; or is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification of Exemption to the City.

7.44 The Subrecipient acknowledges that failure to comply with EEO requirements within sixty (60) days of the date of full execution of this Agreement may result in suspension or termination of funding, until such time as it is in compliance.

7.5 **Americans with Disabilities Act** - Subrecipient must comply with the requirements of the Americans with Disabilities Act (ADA) (Pub. L. No. 101-336), which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services, and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

7.6 **Rehabilitation Act of 1973 (28 C.F.R. § 42(G))** - If Subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, it must take the following actions:

7.61 Adopt grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. § 42(G), which prohibits discrimination on the basis of a disability in employment practices and the delivery of services.

7.62 Designate a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. § 42(G).

7.63 Notify participants, beneficiaries, employees, applicants, and others that the Subrecipient does not discriminate on the basis of disability.

7.7 **Limited English Proficiency (LEP)** - In accordance with DOJ Guidance pertaining to Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at www.lep.gov. The City strongly encourages Subrecipient to have a written LEP Language Access Plan.

7.8 **Immigration and Nationality Act** - No federal funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The City will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the City.

ARTICLE 8. FINANCIAL REQUIREMENTS AND RESPONSIBILITIES

8.1 Fiscal Control and Fund Accounting Procedures

8.1.1 All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Uniform Grant Guidance (2 C.F.R. § 200) as applicable, in their entirety.

8.1.2 Subrecipient must have written procedures for procurement transactions. Procedures must ensure that all solicitations follow 2 C.F.R. § 200.319 Competition. The Subrecipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Subrecipient must have financial management systems in place that are able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system for a Subrecipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients.

8.1.3 All funds spent on this project must be disbursed according to provisions of the project budget as approved in the JAG sub-award.

ARTICLE 9. SUB-AWARD MANAGEMENT AND REPORTING REQUIREMENTS

9.1 **Obligation of Subrecipient Funds** - Sub-award funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the period of performance. Only project costs incurred on or after the effective date and on or prior to the termination date of the Subrecipient's project is eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the sub-award period of performance.

9.2 Performance

9.2.1 **Sub-award Performance** - The Subrecipient must comply with state and federal requirements for sub-award performance under 2 C.F.R. §§ 200.76 and 200.77. The sub-award must describe the timing and scope of expected performance as related to the outcomes intended to be achieved by the project activities. Where appropriate, the sub-award should provide specific performance goals, indicators, milestones, or expected outcomes (such as outputs, or activities completed or public impacts of any of these) with an expected timeline for accomplishment. Submitted programmatic reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the Subrecipient's performance can be measured. These requirements should be aligned with agency strategic goals, strategic objectives, or performance goals that are relevant to the program.

9.2.2 Performance of Agreement Provisions - In the event of default; non-compliance; or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultants and suppliers, or both, the City may impose sanctions it deems appropriate against Subrecipient, including withholding payments, cancellation, termination, or suspension of this Agreement in whole or in part. In such event, the City will notify the Subrecipient of its decision thirty (30) days in advance of the effective date of such sanction. The Subrecipient will be reimbursed only for those activities satisfactorily completed prior to the effective date of such sanction.

9.2.3 Reports - Subrecipient must submit Quarterly Project Performance Reports to the City, within fifteen (15) days after the end of the reporting period. In addition, if the sub-award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports must be submitted.

9.2.3.1 Report Contents: Performance Reports must include to the status of all objectives included in the sub-award. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary, to comply with federal reporting requirements.

9.2.3.2 Submission Process, Frequency and Format: Performance Reports may be submitted by the Subrecipient's representative and Performance Reports must be submitted quarterly titled General Information Module, Goals and Objectives Module, Activity/Program Selection Module and Law Enforcement Module in a format required by the City and/or DOJ.

9.3 Financial Expenditure Reports

9.3.1 Subrecipient must submit a Quarterly Project Expenditure Report to the City.

9.3.2 All project expenditures for reimbursement of Subrecipient costs must be submitted on the City's Expenditure Report Forms.

9.3.3 All Project Expenditure Reports must be submitted in sufficient detail for proper pre-audit and post-audit.

9.3.4 Before the "final" Project Expenditure Report will be processed, Subrecipient must submit to the City, all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions may result in forfeiture of reimbursement.

9.3.5 Reports are to be submitted even when no reimbursement is being requested.

9.3.6 Reports must be electronically signed by the Subrecipient's Chief Financial Officer or the Chief Financial Officer's designee.

9.4 **Other Reports** - Subrecipient must submit the Uniform Crime Report and other reports as may be reasonably required by the City.

ARTICLE 10. MONITORING AND AUDITS

10.1 **Access to Records** – The City, U.S. Department of Justice, U.S. Comptroller General or any of their duly authorized representatives, must have access to books, documents, papers and records of the Subrecipient related to the sub-award, for the purpose of audit and examination according to the Financial Guide and the Common Rule.

The City reserves the right to unilaterally terminate this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, unless specifically exempted and/or made confidential by operation of Chapter 119, Florida Statutes, and made or received by the Subrecipient or its contractor in conjunction with this Agreement.

10.2 **Monitoring** - Subrecipient must comply with the City's grant monitoring guidelines, protocols, and procedures; and cooperate with the City on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, contract reviews and audits. Subrecipient must provide all documentation necessary to complete monitoring of the sub-award and verify expenditures. Further, Subrecipient must abide by reasonable deadlines set by the City for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Subrecipient's sub-award, including, but not limited to: withholding and/or other restrictions on the Subrecipient's access to funds, referral to the City Auditor for audit review, designation of the Subrecipient as a High-Risk grantee, or termination of award(s).

10.3 **Property Management** - Subrecipient must establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the City or purchased pursuant to this Agreement consistent with federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments, or 2 C.F.R. § 200, as applicable. This obligation continues as long as the Subrecipient retains the property, notwithstanding expiration of this Agreement.

10.3.1 **Property Use** - Subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipient must use, manage, and dispose of equipment acquired under a Federal award in accordance with 2 C.F.R. § 200.313, "Equipment."

104 **High Risk Subrecipients** - Subrecipient must comply with any additional requirements that may be imposed during the grant performance period if the City or the DOJ determines the Subrecipient is a high-risk grantee. Cf. 28 C.F.R. §§ 66, 70.

105 **Reporting, Data Collection and Evaluation** - Subrecipient must comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for JAG. Compliance with these requirements will be monitored by the City.

106 **Retention of Records** – Subrecipient must maintain all records for a minimum of five (5) years from the date of the financial statement and such records must be available for audit and public disclosure upon request. Subrecipient must comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf>
<http://dos.myflorida.com/media/693578/g02.pdf>.

10.7 Single Annual Audit

10.7.1 A Subrecipient that expends \$750,000 or more in a year in federal awards must have a single audit or program-specific audit conducted for that year. The audit must be performed in accordance with 2 C.F.R. § 200(F) Audit Requirements and other applicable federal law. This Agreement must be identified in the Schedule of Federal Financial Assistance in the subject audit. The audit report must be identified as federal funds passed through the City and include the contract number, award amount, contract period, funds received, and funds disbursed.

10.7.2 A complete audit report that covers any portion of the effective dates of this Agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report must include any management letters issued separately and management's written response to all findings, including audit report and management letter findings. Incomplete audit reports will not be accepted by the City.

10.7.3 Audits must be completed by an Independent Public Accountant (IPA) and according to Generally Accepted Government Auditing Standards (GAGAS). The IPA must be either a Certified Public Accountant or a Licensed Public Accountant. Subrecipient must procure audit activities according to 2 C.F.R. § 200.509 and include clear objectives and scope of the audit in addition to peer review reports to strengthen audit quality and ensure effective use of audit resources.

10.7.4 Subrecipient must promptly follow-up and take appropriate corrective action for any findings on the audit report in instances of noncompliance with federal laws and regulations, including but not limited to preparation of a summary schedule of prior audit findings and a corrective action plan. Subrecipient follow-up to audit findings must abide by requirements in 2 C.F.R. § 200.511.

10.7.5 Subrecipient must make copies available for public inspection and ensure respective parts of the reporting package do not include protected personally identifiable information. Records must be made available upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the City.

A Subrecipient that expends less than \$750,000 in federal awards during a fiscal year is exempt from the audit requirements of 2 C.F.R. § 200(F) for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, must be provided to the City by the Chief Financial Officer, or designee, that the Subrecipient is exempt. This notice must be provided to the City no later than June 30 following the end of the fiscal year.

10.7.6 If this Agreement is closed without an audit, the City reserves the right to recover any disallowed costs identified in an audit completed after such closeout.

10.7.7 The Federal Audit Clearinghouse is the repository of record for 2 C.F.R. § 200(F). Audits performed as a result of this requirement must be completed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to Part 200 on the specified Data Collection Form (Form SF-SAC) and be signed by a senior level representative or chief official of the auditee.

(The remainder of this page is intentionally left blank.)

AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SUBRECIPIENT FOR THE
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

KERVIN ALFRED, CITY CLERK

(SEAL)

Approved as To Form:

MARK E. BERMAN, CITY ATTORNEY
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **KERVIN ALFRED** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

:jrm
5/19/2020
L:agr/finance/2020-728

EXHIBIT A

Project Description

Eighteen jurisdictions within Broward County will benefit from the grant award which will fund a range of criminal justice related activities to assist local law enforcement efforts and local initiatives, including: technology improvement programs, personnel, equipment, and training. The goal of the project is to utilize grant funds to deter crime and increase public safety.

The Subrecipient's project is generally described in the budget narrative in Exhibit B.

EXHIBIT B

2019 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
PROGRAM BUDGET

ACCOUNT CATEGORY	BUDGETED AMOUNT
Personnel	\$00.00
Fringe Benefits	\$00.00
Equipment	
Supplies	
Consultant/Contracts	\$19,645.12
Other	
Indirect cost	\$607.58
Administrative Fees	
Total Sub- award to Subrecipient	\$20,252.70

SUBRECIPIENT'S BUDGET NARRATIVE

A. CONSULTANTS/CONTRACTS

JAG funding will enable the City of Deerfield Beach to contract with Broward Sheriff's Office deputies for Overtime operations to concentrate on specific areas where the majority of the railroad incidents are occurring. It is customary to cover basic benefit plan for Deputies working on this project which includes FICA at 7.65% and Special Retirement at 24.45% which are the Florida Department of Management Services Division of Retirement percentage rate.

B. OTHER

The city of Deerfield Beach has agreed to set aside 3% (\$607.58) of its award to replace the UCR Program.

EXHIBIT C

SUBGRANT AWARD CERTIFICATE

Subrecipient's Name: CITY OF DEERFIELD BEACH DUNS No. 098525728

Federal Award Date: 09/18/2019

Project Title: 2019 Byrne JAG Grant

Sub-award Period of Performance Start Date: 03/27/2023

End Date: 09/30/2023

Grant Number: 2019-DJ-BX-0432

Federal Award Identification No.: 2019-DJ-BX-0432

Federal Funds: \$20,252.70

Federal award project period: 10/01/2018 to
9/30/2023

Federal award project description:

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of criminal justice related activities based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

Name of the Federal Awarding Agency: Department of Justice

Pass-through entity: City of Pompano Beach

Contact information for the awarding
official:

Greg Harrison

City of Pompano Beach

100 West Atlantic Blvd.

Room 430

Pompano Beach, FL 33060

Greg.Harrison@copbfl.com

Is the Award for Research and Development (R&D)? No

Indirect cost rate for the Federal award: N/A

CFDA Number: 16.738

Award is hereby made in the amount and for the period shown above of a subgrant under Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 as amended Subpart 1 of such part (42 U.S.C.3751-3759) ; the Consolidated Appropriations Act,2008, Public Law 110-161; and Public Law 109-162,Title XI, Department of Justice Reauthorization, Subtitle B, Improving the Department of Justice's Grant Programs, Chapter 1, Assisting Law Enforcement and Criminal Justice Agencies, Section 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Office of Justice Programs (OJP) Financial Guide, Common Rule for State and Local Governments, or OMB Uniform Grant Guidance (2 CFR Part 200), in their entirety. It is also subject to the attached standard conditions and such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690.

This award is a cost-reimbursement agreement for satisfactory performance of eligible activities. Requests for reimbursement may be submitted quarterly or monthly as designated in the Financial Section of the agreement. Requests for reimbursement will be processed in conjunction with receipt and review of programmatic performance reports to determine successful completion of minimum performance for deliverables. Expenditures must be supported with documentation and verified during annual monitoring. Failure to comply with provisions of this Agreement, or failure to meet minimum performance specified in the Agreement will result in required corrective action up to and including project costs being disallowed, withholding of federal funds and/or termination of the project, as specified within the terms of the Agreement and OMB Uniform Guidance 200.338 - 200.342.

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certificate of Acceptance of Subgrant Award is returned to the City.

Subrecipient: City of Deerfield Beach

By: _____

Name: _____

Title: _____

_____ day of _____, 20____

CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD

The Subrecipient through its authorized representative, acknowledges receipt and acceptance of subgrant award number **2019-DJ-BX-0432**, in the amount of **\$20,252.70**

See Exhibit A for the description of the project submitted by Subrecipient in this grant application, for the period of **10/1/2018** through **09/30/2023**, to be implemented in accordance with the approved subgrant application, and subject to the City’s Standard Conditions and any special conditions governing this subgrant.

This sub-award requires that the Subrecipient adhere to the following:

No recipient or Subrecipient, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to restrict, the reporting of waste, fraud or abuse in accordance with the law to a department or agency authorized to receive such information. This is not intended to contravene requirements applicable to classified, sensitive or exempt information.

In accepting this award, the Subgrantee certifies that it neither requires nor has required employees or contractors to sign such internal confidentiality agreements or statements.

The Subrecipient undertakes a review to validate its compliance with 8 U.S.C. § 1373. If determined to be in compliance at the time of review, the Subrecipient must submit documentation that contains a validation to that effect and includes an official legal opinion from counsel (including related legal analysis) adequately supporting the validation.

If the Subrecipient determines it is not in compliance at the time of review, sufficient and effective steps must be taken to bring itself into compliance. They will thereafter submit documentation that details the steps taken, which will contain a validation that it has come into compliance and includes an official legal opinion from counsel (including related legal analysis).

Subrecipient: City of Deerfield Beach

By: _____
Name: _____
Title: _____

_____ day of _____, 20____

ATTESTATIONS AND CERTIFICATIONS

This form is required to be completed by the authorized official, or authorized official designee, of all Subgrantee units of government receiving Edward Byrne Memorial Justice Assistance Grant (JAG) program federal pass-through funding from the City. In accepting this award, the subgrantee certifies that it will comply with the requirements set forth below and/or any other requirements of the sub-award. Failure to do so may result in a hold *or* freeze on the drawdown of federal funds, *and/or* suspension or termination of the Agreement.

Procurement Standards: The Subgrantee, through its authorized representative, certifies the unit of government below has written procurement policies and standards that are compliant with the requirements set forth in the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. §§ 200.317-326, and OJP Financial Guide, Section 3.8. Additionally, the Subgrantee assures these policies and standards will be utilized *for* all federal grant related procurement activities

Conflict of interest: Decisions related to use of these grant funds must be free of undisclosed personal organizational conflicts of interest, both in fact and in appearance. The subgrantee, through its authorized representative, certifies that the unit of government below is compliant with OMB Uniform Requirements, 2C.F.R. § 200.112, and OJP Financial Guide Section 3.21 regarding Conflict of Interest, and will notify the City, in writing of any potential conflicts of interest in accordance with this Agreement. The recipient must disclose in a timely manner, in writing, all violation of state or federal criminal law involving fraud, bribery, or gratuity violations.

Subrecipient: City of Deerfield Beach

By: _____
Name: _____
Title: _____

_____ day of _____, 20____



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1769

Agenda Date: 4/25/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting the United States Department of Housing and Urban Development's (HUD) Community Project Funding Grant Award in the amount of \$750,000; approving a twenty percent match of funds in the amount of \$150,000; approving and authorizing execution of the Grant Agreement with HUD for the FEC Railroad Track Fencing Project; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In the Consolidated Appropriations Act, 2023 (Public Law 117-328) (the "FY2023 Act"), Congress made \$2,982,285,641 in funding available for "grants for the Economic Development Initiative (EDI) for the purposes, and in amounts, specified for Community Project Funding/Congressionally Directed Spending." These "Community Project Funding" or "CPF" awards are administered by the Department of Housing and Urban Development (HUD).

In March 2022, staff submitted a Community Project Funding request for the FEC Railroad Track Fencing Project to former Congressman Ted Deutch (D-FL), working closely with the City lobbying advocates for Deerfield Beach's congressional delegation. The project funding of \$750,000 is listed as part of the FY2023 Omnibus bill (that combines all 12 Appropriations Bills), specifically within the Transportation and HUD Appropriations accounts.

The City of Deerfield Beach was one of a few Florida communities that received funding for this type of safety project under the HUD Community Development account.

Current Activity

On December 20, 2022, Deerfield Beach's project was listed on the joint explanatory statement that was printed in the Senate section of the Congressional Record. The Grant award amount of \$750,000 will be utilized to construct and install fencing along the FEC Railway within the City of Deerfield Beach limits, more specifically along the Dixie Highway corridor from SW 10th Street south to SW 15th Street. The City will contribute 20% matching funds (\$150,000) for project design and engineering.

To accept the grant award, the City is required to execute the attached grant agreement with the Department of Housing and Urban Development, outlining the grant's terms and conditions. The grant term commences upon full execution of the grant agreement and ends on August 31, 2031.

Recommendation

It is recommended that the City Commission authorize acceptance of a grant award in the amount of \$750,000 from the U.S. Department of Housing and Urban Development through the FY 2023 Community Project Funding for the FEC Railway Fencing Project and execution of the grant agreement.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ACCEPTING THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT’S (HUD) COMMUNITY PROJECT FUNDING GRANT AWARD IN THE AMOUNT OF \$750,000; APPROVING A TWENTY PERCENT MATCH OF FUNDS IN THE AMOUNT OF \$150,000; APPROVING AND AUTHORIZING EXECUTION OF THE GRANT AGREEMENT WITH HUD FOR THE FEC RAILROAD TRACK FENCING PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”), pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-103) and the Explanatory Statement for Division L of that Act, and through the Community Project Funding for Fiscal Year 2023, approved the City of Deerfield Beach’s (“City”) application for grant funding to support the FEC Railroad Track Fencing Project; and

WHEREAS, the grant award in the amount of \$750,000 (the “Grant”) for a term that will commence upon full execution of a grant agreement and terminate on August 31, 2031, will be used to construct and install fencing along the FEC Railway within the City limits and more specifically, along the Dixie Highway corridor from Southwest 10th Street South to Southwest 15th Street (the “Project”); and

WHEREAS, as a condition to receiving the Grant, the City must execute the grant agreement with HUD, attached as Exhibit “A”, (“Grant Agreement”), and must agree to contribute twenty percent (20%) matching funds in the amount of \$150,000 towards the design and engineering of the Project; and

WHEREAS, the City Commission deems it to be in the best interest of the City to approve the Grant, approve a match of 20% of the Grant funding, and authorize execution of the Grant Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby accepts HUD’s award of the Grant to the City in the amount of \$750,000, approves a 20% matching contribution of the funding in the amount of \$150,000, and approves the Grant Agreement with HUD, attached as Exhibit “A”, for the Project.

Section 3. The City Commission hereby authorizes the City Manager to execute the Grant Agreement, attached as Exhibit “A,” together with such non-substantial changes as are to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0386**

Grantee Name: City of Deerfield Beach

Grantee Address: 150 NE 2nd Ave. Deerfield Beach, FL 33441

Grantee's Unique Entity Identifier (UEI):

Grantee's Employer Identification Number (EIN)

Federal Award Identification Number (FAIN) B-23-CP-FL-0386

Assistance Listing Number and Name 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation

Period of Performance/Budget Period End Date August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Deerfield Beach (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-103) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$750,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

HUD

BY: _____
Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

(Date)

APPENDIX 1 – Project Narrative

APPENDIX 2 – Approved Budget

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- ☐ The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- ☐ The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

APPENDIX 4 – Award Term and Condition for Grantee Integrity and Performance Matters

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

- (1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1820

Agenda Date: 4/25/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract #JPO23-06-2023 with the Areawide Council on Aging of Broward County, Inc. for Braithwaite Center for Active Aging Services in the amount of \$25,168.21; authorizing execution of the Contract; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach Center for Active Aging/Northeast Focal Point Senior Center and the Areawide Council on Aging of Broward County, Inc./Area Agency on Aging have been working together in collaboration for over 41 years to provide supportive services for the senior population in the City.

The Emergency Home Energy Assistance for the Elderly Program (EHEAP) serves the mission of the Department of Elder Affairs by providing home energy assistance aid to elders in the event of a home energy heating or cooling emergency. EHEAP is designed to assist low-income households with at least one member aged sixty (60) or older experiencing a heating or cooling emergency.

Current Activity

This agreement provides funding in the amount not to exceed \$25,168.21 for the EHEAP program. The City will assist eligible elders aged sixty (60) or older experiencing a heating or cooling emergency with a payment of their electric bill to Florida Power and Light.

Recommendation

It is recommended that the City Commission approve agreement # JP023-06-2023 with the Areawide Council on Aging of Broward County, Inc., in the amount not to exceed \$25,168.21 for the EHEAP program and authorize execution of the agreement with the Council.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING CONTRACT #JPO23-06-2023 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. FOR BRAITHWAITE CENTER FOR ACTIVE AGING SERVICES IN THE AMOUNT OF \$25,168.21; AUTHORIZING EXECUTION OF THE CONTRACT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the Areawide Council on Aging of Broward County, Inc. (the “Council”) is in need of certain services in connection with the Emergency Home Energy Assistance for the Elderly Program (“EHEAP”), and the City of Deerfield Beach, Florida/Northeast Focal Point Senior Center (the “City”) has the requisite expertise and ability to perform the services desired by the Council; and

WHEREAS, the parties wish to enter into a contract for the provisions of services in connection with EHEAP to assist eligible elders aged sixty (60) or older experiencing a heating or cooling emergency with the payment of their electric bill (“Services”); and

WHEREAS, Contract #JPO23-06-2023 with the Council sets forth the general terms and conditions and is effective through September 30, 2023 in the amount of \$25,168.21, which contract is attached as Exhibit “A” (the “Contract”); and

WHEREAS, the City Commission believes that it is in the best interest of the City to approve and authorize execution of the Contract with the Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves Contract #JPO23-06-2023 with the Council, attached as Exhibit “A”, to provide the Services in the amount of \$25,168.21 through September 30, 2023.

Section 3. The City Manager is hereby authorized to execute the Contract with the Council, attached as Exhibit A, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the “Council,” and **City of Deerfield Beach, Florida/Northeast Focal Point Senior Center dba Department of Active Aging**, hereinafter referred to as the “Contractor”, and collectively referred to as the “Parties.” This Contract is subject to all provisions contained in the Master Contract executed between the Council and the Contractor and its successor, as revised or renewed from time to time, incorporated herein by reference.

WITNESSETH THAT:

WHEREAS, the Council has determined that it is in need of certain services as described herein; and **WHEREAS**, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Contractor for the Council.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Purpose of Contract

The purpose of this Contract is to provide services in accordance with the terms and conditions specified in this Contract including all attachments, forms, exhibits and references incorporated, which constitute the contract document.

2. Incorporation of Documents within the Contract

This Contract will incorporate attachments, proposal(s), service provider application(s), grant contracts, relevant State of Florida, Department of Elder Affairs’ handbooks, manuals or desk books and Master Contract, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents reference above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Contract document and identified attachments.

3. Term of Contract

This Contract when executed will have an effective date of April 1, 2023. It will end at midnight, Eastern Standard time on September 30, 2023.

4. Contract Amount

The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **\$25,168.21** or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

5. Renewals

By mutual agreement of the Parties, in accordance with s. 287.058(1)(g), F.S., the Council may renew the contract for a period not to exceed three years, or the term of the original contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply to the Council’s request for Service Provider Application. No other costs for the renewal may be charge. Any renewal is subject to the same terms and conditions as the original contract and contingent upon satisfactory performance evaluations by the Council and the availability of funds.

6. Provision of Services:

The Contractor shall provide services in the manner described in ATTACHMENT I.

7. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment shall be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Jonathan Salas, Interim Director of Community Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under this Contract is:	Jonathan Salas, Interim Director of Community Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441 954-480-4449
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road Sunrise, FL 33351
e.	The name, address, and telephone number of the Council's Program Specialist for this Contract is:	Elizabeth Lombardo Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, address, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Contract.		

8. All Terms and Conditions Included:

This Contract and its Attachments, I - XX and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this Contract, the Parties agree that they have read and agree to the entire contract.

IN WITNESS THEREOF, the Parties hereto have caused this 64-page contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

**City of Deerfield Beach, Florida / Northeast
Focal Point Senior Center dba Department
of Active Aging**
BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

**Areawide Council on Aging of
Broward County, Inc.**

SIGNATURE

SIGNATURE

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:

FEDERAL ID NUMBER: 59-6000305
FISCAL YEAR-END DATE: September 30
DUNS: 086-382-090

ATTACHMENT I

STATEMENT OF WORK

I. SERVICES TO BE PROVIDED

A. DEFINITION OF TERMS

1. **Eighteen (18) hour rule** – The timeframe within which all applications for life-threatening crisis assistance shall be acted upon, with an eligible action to mediate the crisis being taken and documented in the client file within eighteen (18) hours of the application date stamp.
2. **Forty-eight (48) hour rule** – The timeframe within which all applications for standard crisis assistance shall be acted upon, with an eligible action to mediate the crisis being taken and documented in the client file within forty-eight (48) hours of the application date stamp.
3. **Caseworker** – Person who is responsible for determining program eligibility by completing the Emergency Home Energy Assistance for the Elderly Program (EHEAP) Eligibility Worksheet (Attachment XVI) and for awarding crisis benefits.
4. **Caseworker Signature Date** – The date that the client's completed application is processed, eligibility determined, and the crisis resolved. This date shall not be changed. Signatures must be in ink. Rubber-stamped signatures will not be accepted.
5. **Categorically Eligible** – Applicants will be considered eligible to receive EHEAP services, regardless if their household income is exceeding 150% of the Federal Poverty Guideline, if any member of their household is receiving Temporary Assistance for Needy Families (TANF), Supplemental Social Security (SSI), or Supplemental Nutrition Assistance Program (SNAP) benefits.
6. **Client Application Date** – The date the application is completed (whether by self or with assistance) and signed by the elder. This date shall not be changed. If an elder cannot write their signature on the application, or any other required document, the elder shall sign with an "X" in the presence of two witnesses, who shall also sign the application. Signatures must be in ink. Rubber-stamped signatures will not be accepted.
7. **Crisis** – A home cooling or heating crisis exists when an elder has no access to, or is in danger of losing access to, needed home energy.
8. **Crisis Assistance** – Assistance provided to an elder who has no access to, or is in danger of losing access to, needed home energy.
9. **Date of Resolution** – The date that a documented commitment to pay was made to the utility vendor to resolve the energy crisis. This date is used as the EHEAP Client Enrollment date in the Department of Elder Affairs' Client Information and Registration Tracking System (CIRTS). This date shall not be changed.
 - a. The amount of time elapsed between the Date Stamp and the Date of Resolution shall determine if the 18 or 48-hour rule was met.
 - b. Vendors must be paid within forty-five (45) days of the date of resolution.
10. **Date Stamp** – The date the application and all required documentation is presented in acceptable form to intake staff. An inked stamp must be used, and the date shall not be changed. The 18 or 48-hour rule for crisis resolution begins when the application is date stamped.
11. **Disability** – A disabling condition that causes an elder to be determined eligible to receive Supplement Security Income (SSI) or Social Security Disability Income (SSDI) from the Social Security Administration.

12. **Elder** – An individual aged sixty (60) years or older.
13. **Eligible Action** – An action taken by the caseworker to mediate an elder’s energy crisis. Eligible actions include:
 - a. Approval of an elder’s application;
 - b. Denial of an elder’s application pending further information;
 - c. Denial of an elder’s application because the elder is deemed ineligible;
 - d. Contact with a utility vendor to halt utility disconnection or interruption in services; or
 - e. Written referral to, and providing the elder with assistance to contact, another agency if EHEAP funding is not available or the elder is ineligible.
14. **Energy Subsidy** – Utility costs paid directly or indirectly to the elder who lives in government–subsidized housing.
15. **Household** – Any individual or group of individuals who are living together as one economic unit for whom residential energy is customarily purchased in common or who make undesignated payments for energy in the form of rent.
16. **Household Member** – Persons in a household who share a common kitchen or bath and purchase residential energy in common.
17. **Intake Worker** – Person who accepts the EHEAP application and required documentation and may have the responsibility to determine eligibility or award crisis benefits.
18. **Minimum Level of Service** – Service to a minimum of one household per month.
19. **Crisis Assistance Benefit** – Payment of heating/cooling energy bill; the purchase of a heating/cooling device; and/or the repair of a heating/cooling device.
20. **Priority for Assistance** – Households with the highest home energy needs and lowest household income, which will be determined by taking into account both the energy burden and the unique situation of such households with members of vulnerable populations, including very young children, individuals with disabilities, and frail elder individuals.
21. **Provider** – The entity that has entered into a contract, subcontract, or Memorandum of Understanding (MOU) to provide services under EHEAP. For the purposes of this Contract, the terms “Provider” and “Contractor” may be used interchangeably.
22. **Reasonable Promptness** - Within fifteen (15) working days of receiving the client’s completed application.
23. **Request for Payment** – Submission of actual monthly expenditures for reimbursement.
24. **Service Unit** – One individual (elder) served.
25. **Social Security Number** – The number on an elder’s Social Security card or the number provided by an award or determination letter from an entity, such as a government agency, that has already verified the social security number.
26. **Supervisory/Peer Review Date** – The date that a supervisor or peer reviewed the application and documentation and signed the application indicating vendor payment can be made. The intent of the supervisor/peer review is to avoid errors in eligibility determination and payment amounts and to alleviate the possibility of fraud. This date shall not be changed. Signatures must be in ink. Rubber-stamped signatures will not be accepted.
27. **Verification Date** – The date the caseworker verified previous Low-Income Home Energy Assistance Program (LIHEAP) crisis benefits with the LIHEAP provider or verified the

minimum amount necessary to resolve the crisis with the utility company. This date shall not be changed.

B. GENERAL DESCRIPTION

1. General Statement

The Emergency Home Energy Assistance for the Elderly Program (EHEAP) serves the mission of the Department of Elder Affairs by providing home energy assistance aid to elders in the event of a home energy heating or cooling emergency. EHEAP is designed to assist low-income households with at least one member aged sixty (60) or older experiencing a heating or cooling emergency.

2. Authority

The relevant federal and state authorities governing EHEAP are:

- a. Low Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35), as amended;
- b. 42 United States Code (U.S.C.) § 8621 et seq.;
- c. 45 Code of Federal Regulations (CFR) Part 96, Subpart H (§§ 96.80-96.89);
- d. Section 409.508, Florida Statutes (F.S.) and Rule 73C-26.021(3), Florida Administrative Code (F.A.C.);
- e. Rule Chapter 73C-26, F.A.C.;
- f. State of Florida LIHEAP Policies and Procedures Manual; and
- g. LIHEAP State Plan.

3. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of EHEAP. Eligible elders may receive multiple crisis assistance benefit(s) that combined not to exceed \$5,000.00 during the term of this agreement. Eligible elders may receive crisis assistance benefits during the period from April 1, 2023 to September 30, 2023.

- a. The services provided under this Contract shall be in a manner consistent with and described in Attachment I, Section II. Manner of Service Provision. The Contractor shall ensure the following service tasks are completed:
 - (1) Consumer Outreach;
 - (2) Elder's Benefit Eligibility Determination; and
 - (3) Benefit Disbursement.

4. Major Program Goals

EHEAP is designed to provide crisis assistance to eligible low-income households with at least one individual aged sixty (60) or older experiencing a heating or cooling emergency.

a. Standard Crisis

A standard home cooling or heating crisis exists when an elder has no access to, or is in danger of losing access to, needed home energy because one or more of the following conditions is present:

- (1) The elder has been notified that the energy source for cooling or heating is going to

be disconnected;

- (2) The elder has received a notice indicating the energy source is delinquent or past due; and/or
- (3) The elder has an energy bill for which the due date has lapsed;

b. Life-Threatening Crisis

A life-threatening home cooling or heating crisis exists if one of the following conditions is present:

- (1) The elder's home cooling or heating energy source has been disconnected;
- (2) The elder is unable to get delivery of fuel for heating, is out of fuel for heating, or is in danger of being out of fuel for heating; or
- (3) The elder has other problems with lack of cooling or heating in the home, such as needing to pay a deposit, needing a repair of heating or cooling equipment, or needing an interim emergency measure to avoid further crisis.

c. Crisis Assistance

Allowable categories for crisis assistance are:

- (1) Utility payments for heating/cooling bill assistance for electric, gas, propane, wood, coal, or refillable fuels;
- (2) Temporary emergency shelter (if needed due to energy-related crisis);
- (3) Payment to landlords (when utility costs are included in rent);
- (4) Repairs or replacements to heating/cooling units (as long as the amount is within the benefit limits and the work is done by a licensed contractor);
- (5) Deposits to connect or restore energy;
- (6) Late fees, disconnect fees, and reconnect fees;
- (7) Charges from a previous account held by the applicant that is now closed;
- (8) Blankets and fans;
- (9) Taxes and fees associated with the client's utility bill towards the energy portion. In some cases, where the utility vendor combines all the other fees and taxes, which also includes non-home energy services, such taxes and fees can be paid with EHEAP funding.

Example: In a case where taxes for other services are commingled with taxes for home energy services, proceed with paying the taxes portion of the bill.

- (10) Other allowable payments are those related to the start-up of services, including reasonable connection or reconnection fees, delivery fees, deposits, and other fees related to the start-up of service.

C. CLIENTS TO BE SERVED

1. General Description

EHEAP provides for direct client services to elders in low-income households experiencing a home energy heating or cooling emergency. A household receiving EHEAP services may

not have an income above one hundred fifty percent (150%) of the poverty level, as published by the United States Department of Health and Human Services, unless the household is determined categorically eligible.

2. Client Eligibility

To be eligible for services under this Contract, and to receive assistance, an elder must:

- a. Be aged sixty (60) or older;
- b. Reside in the EHEAP service area (Broward County) at the time the home energy costs were incurred;
- c. Complete and return an EHEAP application with all required information and verification to the Contractor, while funds remain available;
- d. Provide a fuel bill or other documentation evidencing an energy emergency and an obligation to pay for home energy costs for the home in which they live;
- e. Possess a total gross household income of not more than one hundred fifty percent (150%) of the Office of Management and Budget (OMB) federal poverty level for the size of the household, in accordance with Section I.C.3.d. below, or be determined categorically eligible to receive EHEAP benefits;
- f. Be experiencing one or more verifiable home cooling or heating crises;
- g. Not be a resident of a group living facility or a home where the cost of residency is at least partially paid (or subsidized) through a foster care or residential program administered by the state;
- h. Not be a student living in a dormitory; and
- i. Legally reside in the State of Florida.

3. Client Determination

The Contractor shall begin taking applications for EHEAP services upon execution of this Contract and continue taking applications until the contract expires or funds are exhausted. The Contractor shall not accept applications when funds are exhausted for a particular time period. The Contractor shall:

- a. Provide assistance to elders in completing DOE-provided applications for assistance and determining eligibility;
- b. Ensure that no one is excluded from program participation on the grounds of race, color, national origin, sex, or age, and ensure that such persons shall not be subjected to discrimination under any activity funded in whole or in part with these funds;
- c. Treat homeowners and those who rent equitably under this Contract;
- d. Calculate the income eligibility of the elder by using the past thirty (30) days earnings for all occupants of the household annualized or the elder's current economic situation and reference the current year Sources of Income (Attachment XV) to determine what is considered allowable income. The Contractor shall proceed as follows:
 - (1) Total household income cannot exceed one hundred fifty percent (150%) of the current Federal Poverty Income Guidelines (Attachment XIII), unless the household is determined categorically eligible; and
 - (2) Obtain a written self-declaration from any household members aged eighteen (18) years or older claiming zero income. The self-declarations must be completed and

signed by the household member who is claiming zero income.

- e. Determine if all or part of the elder's utility costs are paid directly (utility reimbursement) or indirectly (utility allowance) by the government if the elder lives in government-subsidized housing. The Contractor shall proceed as follows:
 - (1) If total home heating or cooling costs are included in the rent and the elder has no obligation to pay any portion of the costs, then the elder is not eligible for assistance; and
 - (2) If there is a Florida Section 8 (Housing Choice Voucher Program) or a Public Housing Authority (PHA) Program energy subsidy available to the elder during the period covered by the utility bill, then the elder is only eligible for partial assistance. The energy subsidy for the period covered by the utility bill must be subtracted from the allowable EHEAP benefit calculated for the household.
- f. Use program qualification approvals or notifications from TANF, SSI, or SNAP to document household size and income of elders, or to determine and document categorical eligibility to receive EHEAP benefits. The benefit level to be provided to elders receiving TANF, SSI, and SNAP shall be the same as that provided to other qualified elders;
- g. Obtain a signed statement of maintenance from the elder explaining how basic living expenses (i.e., food, shelter, and transportation) are being provided if the total household income is less than fifty percent (50%) of the current federal poverty guidelines and no one in the household is receiving SNAP;
- h. Ensure elders receive no more than one approved crisis assistance benefit during the cooling season, April 1 through September 30, and one approved crisis assistance benefit during the heating season, October 1 through March 31. The Contractor shall proceed as follows:
 - (1) Crisis assistance benefit may consist of payment of more than one energy obligation, per heating and cooling season, for a household to resolve a single crisis, thus allowing for:
 - (i) The purchase or repair of fans, blankets, air conditioners, and/or portable heaters in addition to heating/cooling bill assistance, that combined does not exceed the maximum crisis; and
 - (ii) Crisis situations which may involve a heater or air conditioner that is powered by both gas and electricity, in which case both energy obligations are eligible for a crisis benefit payment that combined does not exceed the maximum crisis benefit.
 - (2) Water, sewer, garbage, and fire, etc. charges may not be paid;
 - (3) Repair or replacement of a heating/cooling unit is allowable, provided any required installation or repair work is completed by a licensed contractor;
 - (4) Deposits to connect or restore energy are allowable;
 - (5) Late fees, disconnect fees, and reconnect fees are allowable;
 - (6) Charges from a previous account held by the elder that is now closed are allowable;
 - (7) Payment to landlord when utility costs are included in the elder's rent is allowable; and

(8) Payment for temporary emergency shelter is allowable if due to an energy-related crisis.

- i. In no case shall the Contractor be required to incur costs in excess of the full contract amount to provide services to the clients.

II. MANNER OF SERVICE PROVISION

A. SERVICE TASKS

In order to achieve the goals of EHEAP, the Contractor shall ensure the following tasks are performed:

1. Ensure that all eligible elders meet the requirements of Section I.C.2. above;
2. Ensure that all energy assistance payments made to home energy vendors comply with the requirements of Section II.A.14.d. below;
3. Implement appropriate program management and operational controls to ensure actions are taken to resolve a home energy emergency within 18 hours of application approval for crisis benefits when the consumer is in a life-threatening situation. For non-life-threatening situations, actions must be undertaken to resolve the home energy emergency within 48 hours of application approval with standard crisis assistance.
4. Provide all elders approved for EHEAP funding with a written Notice of Approval and Appeal within fifteen (15) working days of crisis resolution. The written Notice of Approval and Appeal shall include:
 - a. Type and amount of assistance;
 - b. Name of the home energy vendor to be paid on elder's behalf;
 - c. The next date when the elder will be eligible to apply for further assistance; and
 - d. Contractor's appeal process.
5. Provide all elders whose EHEAP applications were denied with a written Notice of Denial and Appeal within fifteen (15) working days of receiving the elder's application. The written Notice of Denial and Appeal shall contain:
 - a. Name of the elder;
 - b. Date of application;
 - c. Type of benefit sought;
 - d. Reason(s) for denial;
 - e. Statement on Contractor's benefit limits, if applicable;
 - f. Contractor's appeal process;
 - g. Explanation of circumstances under which the elder may reapply;
 - h. Information or documentation needed for the elder to reapply;
 - i. The name, address, and phone number applicable to the appeal process; and
 - j. Number of days the elder has to file the appeal.
6. Maintain consumer appeal procedures that provide an opportunity for a fair administrative hearing to elders whose applications for assistance are denied or whose applications are not

- acted upon with reasonable promptness;
7. Provide an opportunity for elders to file a written appeal or complaint with the Contractor within ten (10) working days of receipt of the written Notice of Denial and Appeal.
 - a. Upon receipt of a validly filed appeal or complaint, the Contractor must respond in writing within ten (10) working days;
 - b. Elders may appeal the Contractor's first response by filing objections to the response with the Contractor's Director, Executive Director, or Board Chair, as applicable, within five (5) working days of receipt of the first response; and
 - c. Upon receipt of a validly filed objection to the first response, the Contractor must respond in writing within ten (10) working days, and the response must clearly state the final outcome of the appeal, that the decision is final, and if applicable, the circumstances under which the elder may reapply for services.
 8. Post appeal provisions in a prominent place and in plain view at all locations where EHEAP applications are received;
 9. Ensure all ineligible applicants and applicants denied crisis assistance, when EHEAP funds are not available or are insufficient to meet their emergency home energy needs, are referred to and assisted in securing help through other community resources;
 10. Ensure no consumer fees are charged to, nor donations accepted from, an elder as a prerequisite for receiving EHEAP benefits. The Contractor shall post the following notice in a conspicuous place at all locations where EHEAP applications are received: "No money, cash, or checks will be requested or received from customers in the EHEAP office. If an employee asks for money, report this to the agency executive director or department head.";
 11. Compare LIHEAP records and EHEAP records for households with elderly members to avoid duplicate crisis assistance payment during the same eligibility period and maintain documentation sufficient to ensure compliance with this requirement;
 12. Maintain a written policy and implement procedures to protect and secure elder applicants' information and social security numbers in order to protect their identities from theft or fraud. This policy shall address the handling of both paper and electronic records and files. The Contractor shall, in collecting elders' social security numbers, use the Notice Regarding Collection of Social Security Numbers, which is incorporated into this Contract by reference, (Notice of Instruction #071113-1-I-SWCBS, <http://elderaffairs.state.fl.us/doea/notices/July13/LIHEAP%20Notice%20re%20Social%20Security%20Numbers%20Final.pdf>). The Notice Regarding Collection of Social Security Numbers shall be signed by the elder and retained in the client file;
 13. Perform consumer outreach to ensure that households Broward County wishing to benefit from the program have the opportunity to do so. The Contractor shall undertake consumer outreach initiatives in Broward County designed to inform potentially eligible households about EHEAP. Outreach efforts must focus on elderly households with disabled individuals, young children, and where the highest percentage of the household income is required to pay for their home energy. Specific outreach initiatives shall include, but are not limited to, the following:
 - a. Informing all local agencies, non-profits, and similar organizations that are in regular contact with the low-income population about the EHEAP program, especially those serving seniors;
 - b. Encouraging EHEAP program participation through local television and radio

- programs, and placing announcements of the EHEAP program in media community calendars;
- c. Developing and implementing a written procedure for making home visits to households with homebound elderly persons in order to assist with the completion of the program application when other assistance is not available;
 - d. Making visits to provide information and/or making presentations about EHEAP in response to requests by local congregational centers serving elderly or disabled persons;
 - e. Providing information concerning the local weatherization program to all persons who request it (including organizations that provide outreach activities); and
 - f. Maintaining an EHEAP Outreach Activity Report to demonstrate to the Council that outreach efforts to inform potentially eligible households about EHEAP are conducted to target households in service area.
- 14.** Coordinate services with other program partners and stakeholders to prevent the duplication of services, facilitate referrals, and improve the efficiency of services for consumers. Coordination activities shall include, but not be limited to, the following:
- a. Communicating with DEO LIHEAP contractors in their respective service areas to prevent the duplication of benefits to elders. Additionally, the Contractor shall review LIHEAP and EHEAP records for households with elderly members to ensure that duplicate crisis assistance payments are not received during the same heating or cooling season;
 - b. Developing a new, or continuing an existing, Memorandum of Understanding (MOU) with the Weatherization Assistance Program (WAP) in Broward County. The MOU shall detail cooperative efforts and describe the actions that will be taken by either the Contractor or the Council and WAP agency to ensure coordination and referrals. Contractor, in coordination with the local WAP agency, shall develop a system by which elders who have received more than three EHEAP and LIHEAP benefits in the last eighteen (18) months and who are homeowners are referred to a WAP provider. The MOU shall be reviewed and renewed at least every five years. The Contractor shall maintain copies of all MOUs. MOUs with local WAP agencies shall be updated if the contracting parties change. The MOUs must be applicable to Contractor's current EHEAP program requirements and guidelines;
 - c. Establishing a new, or continuing an existing, MOU with Broward County LIHEAP contractors. Each MOU shall ensure coordination of services to avoid duplication of assistance and increase the quality of services provided to elders. The MOU shall direct LIHEAP providers to refer elders aged sixty (60) or older to EHEAP providers for energy assistance. The MOU shall be reviewed and renewed at least every five (5) years. The Contractor shall maintain copies of all MOUs. MOUs with local LIHEAP agencies shall be updated if the contracting parties change. The MOUs must be applicable to Contractor's current EHEAP program requirements and guidelines;
 - d. Developing agreements with home energy vendors that benefit elders. The Contractor shall maintain copies of all vendor agreements. All agreements between the Contractor and home energy vendors shall contain the following conditions:
 - (1) The beginning and ending date of the Vendor Agreement;
 - (2) The Contractor's representative(s) authorized to resolve a crisis situation and make a payment commitment on behalf of an elder;

- (3) The home energy vendor's representative(s) authorized to resolve a crisis;
- (4) A description of how energy payments will be made directly to the home energy vendor on behalf of the EHEAP eligible customer;
- (5) Assurance from the home energy vendor that no household receiving EHEAP assistance will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements;
- (6) Assurance that the home energy vendor will not discriminate, either in the cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made;
- (7) A statement that only energy-related elements of a utility bill are to be paid. Water, sewer, garbage, and fire, etc. charges are not covered as part of the utility bill of the household. However, EHEAP does allow an exception with water that is used for air conditioning, i.e. an evaporated cooler;
- (8) A statement that the Contractor may not pay for charges that result from illegal activities such as a worthless check or meter tampering, and that the home energy vendor is aware that those charges are the responsibility of the elder;
- (9) Assurance from the home energy vendor that when the benefit amount to the elder does not pay for the complete charges owed by an elder, the elder is responsible for the remaining amount owed;
- (10) Details on how the home energy vendor will assist the Contractor in verifying the elder's account information and, in the case of crisis assistance, make timely commitments to resolve the crisis. A process should be in place to verify the current amount owed and the minimum amount necessary to resolve the crisis situation;
- (11) Contractor's commitment to make payment to the home energy vendor within forty-five (45) days of the date of crisis resolution;
- (12) Assurance from the home energy vendor that when EHEAP payments made to the vendor cannot be applied to the elder's account, the funds will be returned to the Contractor or, with the Contractor's approval, be applied to another eligible customer's account;
- (13) Assurance that the Contractor shall collect a signed Authorization for Release of General and/or Confidential Information (http://elderaffairs.state.fl.us/doea/notices/sept15/Authorization_for_Release_client%20waiver_8%2020%2015.pdf) for EHEAP Data from each eligible elder and ensure the signed releases are available for inspection by the home energy vendor;
- (14) Assurance that the home energy vendor is aware that as long as signed Authorization for Release of General and/or Confidential Information for EHEAP Data are collected and available, the home energy vendor will provide the requested customer data to DEO;
- (15) The agreement will be reviewed by both parties at least every five (5) years;
- (16) The agreement must be signed by a representative of both the Contractor and the vendor who has authority to bind the entity and enter into such commitments; and
- (17) The home energy vendor, with the exception of municipal providers, must be in "active" status with the State of Florida (<http://sunbiz.org/search.html>) and the

vendor's name must be checked on Excluded Parties List System (EPLS) (<https://www.epls.gov>). The business name on the vendor agreement must match the legal business name on the State of Florida website.

15. Comply with the Federal Financial Accountability and Transparency Act (FFATA) by securing a Dun and Bradstreet Numbering System (DUNS) number (www.dnb.com) and maintaining an active and current profile in the System for Award Management (SAM) (www.sam.gov); and
16. Based on local need for EHEAP services and other non-EHEAP energy assistance resources in the service area, the Contractor may limit crisis benefits to less than those stated in Section I.C.3.h. Policy changes concerning the amount of crisis benefits available to elders require DOEAP approval and require notification of the change be sent to current and potential elders.

B. STAFFING REQUIREMENTS

1. The Contractor shall dedicate the staff necessary as required to meet the obligations of this Contract and ensure that the staff responsible for performing under this Contract have the qualifications as specified in the DOEAP Program and Services Handbook. The Contractor shall ensure the provision of training for all staff members assigned responsibilities within the program.
 - a. For the term of this Contract, each month the Contractor shall provide to the Council the following information:
 - (1) The total number of individuals served with crisis assistance for the reporting month;
 - (2) The total number of individuals ineligible or denied assistance during the reporting month;
 - (3) The total number of individuals served by referral to other community resources for energy assistance during the reporting month;
 - (4) The total amount of funding expended for crisis assistance per service area for the reporting month; and
 - (5) An EHEAP Outreach Activity Report to demonstrate that outreach efforts to inform potentially eligible households about EHEAP are conducted to target households in Broward County.

2. Use of Subcontractors

If an entity other than the Contractor provides any service required under this Contract, the Contractor shall ensure the following requirements are met:

- a. Eligible entities that provide outreach, perform intake, make eligibility determinations, or process benefit payments must be one of the following:
 - (1) A Local City Government;
 - (2) A Local County Government;
 - (3) A Community-Based Organization;
 - (4) A Faith-Based Organization; or
 - (5) A State Community Services Agency.

- b. The Contractor is required under this Contract must comply with the FFATA. This includes securing a DUNS number (www.dnb.com) and maintaining an active and current profile in the System for Award Management (SAM) (<https://sam.gov/SAM/>).
- c. Entities must maintain current written agreements in the following formats with service providers:
 - (1) A MOU shall be executed by both parties if a service provider performs any service required under this Contract and is paid for providing specific services without a direct pass-through of federal funds. The MOU shall clearly state program expectations and the role and responsibilities of each entity. Contractor shall submit a copy of all MOUs to the Council's Program Director & Finance Director within thirty (30) days of the contract execution date; and
 - (2) An EHEAP subcontract shall be executed by both parties if a service provider performs any service required under this Contract and is awarded a direct pass-through of federal funds to operate the program and provide program services. The Contractor shall submit a copy of all subcontracts to the Council's Program Director & Finance Director within thirty (30) days of the contract execution date.
 - (3) All service provider written agreements shall include the requirements set forth in paragraph ten, Public Records and Retention, and paragraph eleven, Audits, Inspections, Investigations, of the Standard Contract section of this Agreement.
 - (4) All service providers must complete the Assurances and Certifications attachment to this agreement.
- d. Eligible entities must provide the service provider commensurate compensation for the delivery of administrative and outreach activities and for the delivery of crisis benefits. Commensurate compensation of administration and outreach activities shall include cost-reimbursement of actual expenses or a negotiated rate for specific activities.
- e. The Contractor is bound by the terms of this Agreement and by all applicable State and Federal laws and regulations; therefore, if any of the work required under this Contract is subcontracted, the Contractor shall include in the written agreement that the subcontractor is bound by the terms of this Contract, is bound by all applicable state and federal laws and regulations, and shall hold the Council and the Contractor harmless against all claims of any nature arising out of the subcontractor's performance of work under this Contract to the extent allowed and required by law.
- f. A subcontractor shall not be permitted to perform services related to this Contract without an executed subcontract and MOU verifying that the subcontractor's staff is paid from non-federal resources or is compensated for such activities by EHEAP. In accordance with Sections 23 and Sections 25 of the Contractor's Master Contract, the Council shall not be responsible or liable for any obligations or claims resulting from any subcontract.
- g. The Contractor shall document the subcontractor's progress in performing its work under this Contract in the monthly client service report.
- h. For each subcontractor, the Contractor shall provide a written statement to the Council regarding whether that subcontractor is a minority business enterprise, as defined in Section 288.703, F.S.
- i. If this Contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its agreement with the subcontractor. If any

circumstances occur that may result in a delay of the initiation of the subcontract or in the performance of the subcontractor for a period of sixty (60) days or more, the Contractor shall notify the Council's Program Director and Finance Director in writing of such delay.

C. SERVICE DELIVERY

1. Service Delivery Location

The Contractor shall ensure that the services provided under this Contract are available to residents within Broward County by in-person service, telephone, and/or other electronic means.

2. Service Times

The Contractor shall provide the services listed in this Contract during normal business hours. Normal business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding holidays and force majeure.

3. The Contractor shall publish its service delivery location, toll-free telephone number, and normal business hours in available forms of media (i.e. newspapers, radio, television, website, publications, etc.).

D. DELIVERABLES

1. Deliverables

- a. Certification that the Contractor must operate during its regular business hours, as identified in Section II.C.2. of this Contract.
- b. The Contractor shall provide the minimum level of service per month in each county served, as defined in Section I.A.18.

2. Source Documentation

The deliverables shall be reported monthly on Contractor's monthly financial status reports. Successful completion of the deliverables shall be determined by the Council's receipt of Contractor's Receipts and Expenditure Report (Attachment X) and Request for Payment (Attachment XI) containing the number of individuals served with crisis assistance; number of individuals ineligible or denied assistance; number of applicants served by referral to other community resources for energy assistance; a summary of funds expended per county for the reporting month using the EHEAP Cost Reimbursement Summary form (Attachment XIX); and the certification required in Section II. D.1.

3. Records and Documentation

The Contractor will maintain a separate record (paper and CIRTS) for each EHEAP applicant that includes the following, as applicable:

- a. The EHEAP Application and Eligibility Worksheet (Attachment XVI) completed and signed by Contractor and the elder. The application must be approved by a supervisor or peer prior to payment remittance. Contractor is responsible for using the most recent application, eligibility worksheet, and EHEAP Application and Eligibility Worksheet Instructions (Attachment XVII) issued by the Department of Elder Affairs.

- (1) If Contractor approves an application, one elderly member of the household must be registered in CIRTS using the EHEAP Application and Eligibility Worksheet (Attachment XVI); or

- (2) If Contractor denies an application, the elder must be registered in CIRTIS using the EHEAP Application and Eligibility Worksheet (Attachment XVI).
- b. The elder's name, address, sex, and age;
 - c. Names, ages, and current identification documentation (no more than one year expired) of all household members;
 - d. Social Security numbers and documentation of those numbers for all household members, or the citation to the applicable exemption;
 - e. Signed notice regarding the collection of Social Security numbers (Notice of Instruction #071113-1-I- SWCBS,
<http://elderaffairs.state.fl.us/docx/notices/July13/LIHEAP%20Notice%20re%20Social%20Security%20Numbers%20Final.pdf>);
 - f. Income amount and method of verification for all household members;
 - g. Income documentation to support eligibility that is representative of the elder's current economic situation;
 - h. Statement of self-declaration of income, if applicable;
 - i. A signed statement of how basic living expenses (i.e., food, shelter, and transportation) are being provided if the total household income is less than fifty percent (50%) of the current Federal Poverty Guidelines and no one in the household is receiving SNAP assistance;
 - j. Documentation of the elder's obligation(s) to pay an energy bill for the residence in which they live;
 - (1) The elder's utility bill must include detail to identify unallowable categories of assistance resulting from charges for water, sewer, garbage, and fire, etc.; charges resulting from meter-tampering and returned checks; and other charges that are not energy-related and are not required for cooling/heating the household.
 - (2) Use of the most current utility bill(s) which provides the vendor's name and address, account holder's name and physical address, account number, and amount(s) due is required. If an elder's utility bill, cutoff notice, door-hanger notice, or similar documentation does not include all of this information, Contractor must document the verified missing information by writing the information on the utility bill and on the EHEAP Application and Eligibility Worksheet (Attachment XVI).
 - k. Signed Authorization for Release of General and/or Confidential Information for LIHEAP/EHEAP Federal Reporting or a statement on the application which states that the elder refused to sign the waiver;
 - l. Copies of approval or denial letters, including those related to the initial application and all appeals, which are provided to the elder;
 - m. If preference is given due to a disability, documentation of such disability that includes disability income or a physician's statement;
 - n. Documentation of referrals to LIHEAP and WAP;
 - o. Notation if EHEAP prevented a disconnection or restored an energy disruption;
 - p. Documentation of coordination with LIHEAP providers to avoid duplication of crisis services for households with elderly residents;

- q. Proof of payment made to vendors;
- r. Documented calculation of crisis benefits for elders living in subsidized housing;
- s. Documented calculation of crisis benefits for elders whose energy bill includes unallowable charges; and
- t. Completed EHEAP Client File Content Checklist (Attachment XVIII).

E. PERFORMANCE SPECIFICATIONS

1. Reports

Contractor is responsible for responding in a timely fashion to additional routine and/or special requests for information and reports required by the Council. Contractor must establish due dates for any subcontractor's report that permits Contractor to meet the Council's reporting requirements.

- a. Contractor shall report monthly on Contractor's Request for Payment (Attachment XI) as delineated in Section II.E.1.c. of this Contract.

b. Administrative and Outreach Expense Budget Detail

Contractor shall submit to the Council's EHEAP Program Specialist the EHEAP Administrative and Outreach Expense Budget Detail (Attachment IX). The Administrative and Outreach Expense Budget Detail shall clearly delineate planned expenditures for funds retained by the Contractor and funds subcontracted. The Administrative and Outreach Expense Budget Detail shall include all Contractor positions, by title, to be paid with these funds and shall detail the estimated number of hours, the hourly wage, and the estimated salary to be paid by EHEAP. Funding sources, estimated hours, and hourly wage shall be identified for the balance of salary where EHEAP funds are used to pay less than one hundred percent (100%) of the salary.

c. Monthly Client Service Report

For the term of this Contract, each month Contractor shall provide the Council, on the 5th day of the month for the preceding calendar month, the following:

- (1) The total number of households served per service area;
- (2) The total amount of funding expended for crisis assistance per service area;
- (3) The total number of households served by referral to other community resources for energy assistance; and
- (4) The total number of households ineligible or denied crisis assistance.

d. EHEAP Outreach Activity Report

Contractor shall ensure the use of outreach efforts that will inform potentially eligible households about EHEAP. The EHEAP Outreach Activity Report is due on the 10th day following the end of each quarter and shall consist of the following:

- (1) Date;
- (2) County;
- (3) Location Address;
- (4) Description of Activity; and
- (5) Name and Position of Staff.

e. EHEAP Administrative Costs Report

Within the first quarter of this Contract, Contractor shall provide the Council a list of all individuals performing any administrative functions for EHEAP. The list must include Contractor's employees, agents, and representatives; as well as, all employees, agents, or representatives of subcontractors, serving EHEAP administratively. For each individual on the list, Contractor must also provide the individual's EHEAP administrative duties and functions. Additionally, Contractor must provide total salary and benefit amounts for each individual on the list, specifying all funding sources from which that person is paid, and the corresponding amounts of that pay charged to each funding source.

f. Program Effectiveness Reports

The Contractor agrees to provide to the Council any additional service reports requested by the Council concerning the effectiveness of the program and shall include any statistics and information that the Council may require. The reporting period shall begin with the effective date of this Contract in a format and according to a schedule provided by the Council for each report.

2. Monitoring and Evaluation Methodology

The Contractor shall monitor its performance under this Contract, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Contract, to ensure that the scope of work is accomplished within the specified time periods and budgets set and that other performance goals stated in this Contract are achieved. Such review shall be made for each function or activity set forth in this Contract and reported in the monthly client service report.

- a. Contractor shall review completed EHEAP applications in accordance with the EHEAP Client File Content Checklist (Attachment XVIII).
- b. The Council shall, at its own discretion, conduct investigations concerning any aspect of Contractor's performance of this Contract.
- c. The Council shall conduct a full onsite review of the Contractor at least once during each three-year period. Contractor shall allow the Council to carry out monitoring, evaluation, and technical assistance, and shall ensure the cooperation of its employees, and of any subcontractors with whom the Contractor contracts to carry out program activities.
- d. The Council shall conduct desk review activities throughout the year to monitor contractual program requirements.
- e. The Council shall conduct EHEAP intake site visits.
- f. In conjunction with onsite monitoring visits and desk review activities, the Council shall review a sample of completed EHEAP client files in accordance with the EHEAP Client File Content Checklist (Attachment XVIII).
- g. The Council shall conduct follow-up reviews including prompt return visits to Contractors that fail to meet the goals, standards, and requirements established by the state and federal funding agency.

F. CONTRACTOR RESPONSIBILITIES

1. Make vendor payments directly to fuel and/or home energy providers on behalf of eligible elders.

2. Determine the correct amount of each crisis benefit based on the minimum necessary amount needed to resolve the crisis, but not more than the item limits or total limit set by the Department of Elder Affairs.
3. Encourage households to seek assistance prior to incurring non-energy penalties such as disconnect/reconnect fees, additional deposits, interest, or late payments.
4. Provide EHEAP crisis services to households with elders in Broward County.
 - a. The Contractor shall provide oversight to ensure the minimum level of crisis services monthly, as delineated in Section I.A.17.; and
 - b. EHEAP funded staff shall make themselves available to ensure that the minimum level of service is met.
5. Make crisis benefit payments to vendors on behalf of approved elders within forty-five (45) days of the date of crisis resolution.
6. Make payments on behalf of those elders with the highest home energy needs and the lowest household income, which will be determined by taking into account both the energy burden and the unique situation of households that result from having members of a vulnerable population, including very young children, the disabled, and frail elders.
7. Refund to the Council, with non-federal funds, all funds incorrectly paid on behalf of elders that cannot be collected from the elder.
8. Develop adequate procedures to ensure EHEAP funds are appropriately budgeted and expended to permit payment of energy assistance benefits in both the heating and cooling seasons, ensure that this is a twelve (12) - month program, and ensure that funding is available within the Contractor's service area. Procedures should include referral to other community agencies when funds budgeted for a particular time period are exhausted and elders are subsequently denied.
9. Develop monitoring and oversight procedures to ensure that administrative costs that exceed the contracted EHEAP administrative award to the Contractor or Subcontractor are paid from non-federal sources.
10. Develop adequate procedures to address the use of EHEAP funds for elders who are on oxygen support or a "Lifeline Program" and must have power.
11. Develop a written policy regarding the use of funds for repairing or replacing heating or cooling equipment. The procedures must address the conditions under which an elder is eligible for such funds and what constitutes an emergency related to lack of heating or cooling.
12. Ensure providers and appropriate staff participate in training opportunities scheduled by the Council to cover EHEAP policies and procedures.
13. Ensure the provision of training for all providers and staff members assigned responsibilities within the program.
14. Maintain an EHEAP Policies and Procedures Manual to serve as a local resource for program administration, training, and reference. The EHEAP Policies and Procedures Manual shall be reviewed monitoring, and shall include the following:
 - a. The State of Florida LIHEAP Policies and Procedures Manual;
 - b. An MOU or Subcontract with EHEAP providers;
 - c. An MOU with all service area LIHEAP providers;

- d. An MOU with all service area WAP providers;
- e. Contractor's cost allocation methodology;
- f. Written policies and procedures to ensure that all energy assistance payments made to home energy vendors comply with the requirements of the Vendor Agreement, as stated in Section II. A, 14. d., of this Attachment;
- g. Adequate procedures to ensure that EHEAP funds are appropriately budgeted and expended to sufficiently allow for energy assistance benefits in both the heating and cooling seasons, ensure that this is a twelve (12) - month program, and to ensure that funding is available to, and expended within the Contractor's service area;
- h. Policies regarding the detection and prevention of fraud and abuse of program funds. At a minimum the policy will address initiatives reflective of the detection and prevention of internal and external collusion, conspiracy, and complacency.
 - i. These policies will incorporate internal controls that provides for safeguarding assets, proper recording of transactions, efficient and effective accomplishment of goals and objectives, and compliance of rules and other governance through the segregation of duties.
 - ii. The concept of segregation of duties is to separate the following responsibilities in each business process.
 - 1. Custody of assets
 - 2. Record keeping
 - 3. Authorization
 - 4. Reconciliation
 - iii. When duties cannot be segregated, compensating controls should be considered. Compensating controls can be preventative, detective, or monitoring controls that are executed by an independent, supervisory-level employee who does not have custody, record-keeping, authorization, or reconciliation responsibilities for the process.
- i. Policies that address serving friends, family members, and employees, that includes senior management oversight and approval of:
 - 1. Application and eligibility determination; and
 - 2. Benefit determination and award.
- j. Policies and procedures to secure applicant Social Security Numbers in order to protect applicants' identities, that at a minimum, include:
 - i. Storage of active and archived paper client files.
 - ii. Access to, use of, storage, and disposal of client database printouts and reports containing client information.
 - iii. Transporting applicant information and client files from one location to another.
 - iv. Authorization to access both paper and electronic files.
 - v. Retention conditions and means of disposal of archived client information and files.

- k. Procedures for data integrity;
 - i. The Council will ensure Contractor maintains written procedures for computer system backup and recovery.
 - ii. All data and software shall be routinely backed up to ensure recovery from losses or outages of the computer system.
 - iii. The security over the backed-up data is to be as stringent as the protection required of the primary system.
 - iv. An appropriate level of security includes approving and tracking all employees that request system or information access and ensuring that user access has been removed from all terminated employees.
- l. Procedures for referral or access assistance to the "Lifeline Program";
- m. A policy outlining the criteria to determine if a household has a "home energy crisis" and the information and/or documentation required to verify the crisis, as outlined in Section I. B. 4 a. Standard Crisis, and Section I. B. 4. b. Life-Threatening Crisis, of this Attachment;
- n. Policies and procedures for determining the eligibility of elders applying for EHEAP, as outlined in Section I. C. 2. Client Eligibility, and Section I. C. 3. Eligibility Determination;
- o. Policies which encourage households to seek assistance prior to incurring non-energy penalties such as disconnect/reconnect fees, additional deposits, interest, or late payments;
- p. Procedures referring elderly homeowners who have received more than three energy benefits (EHEAP or LIHEAP) in the last eighteen (18) months to the WAP provider;
- q. A policy concerning the use of funds for the purchase or repair of heating or cooling equipment;
- r. Policies and procedures which detail allowable timeframes for elders to submit required documentation, if missing at the time of application;
- s. A resource guide to access other energy assistance resources available at the local level to provide referrals to elders when EHEAP funding is not available or they do not qualify;
- t. Consumer appeal procedures that provide an opportunity for a fair administrative hearing at the provider level to elders whose applications for assistance are denied, or whose applications are not acted upon with reasonable promptness; and
- u. Policies and procedures for conducting home visits to home-bound elders for completion of the program application or eligibility determination when other assistance is not available, that at a minimum, includes:
 - i. Designation of appropriate staff to conduct home visits;
 - ii. Applicant and staff safety and security precautions;
 - iii. Confidentiality;
 - iv. Means to collect required documentation;
 - v. Safeguarding Applicant information and documentation during transport; and
 - vi. Training and technical assistance.

15. Notwithstanding that tasks for which the Contractor is held accountable involve coordination with other entities in performing this Contract, the failure of other entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this Contract.

16. Ensure timely and accurate CIRTIS data entry of EHEAP activity is completed prior to submitting Request for Payment (Attachment XI).

G. COUNCIL RESPONSIBILITIES

1. The Council may provide technical support and assistance to the Contractor within the resources of the Council to assist the Contractor in meeting the requirements of this Contract. The Council's support and assistance, or lack thereof, shall not relieve the Contractor from full performance of contract requirements.
2. The Council will provide to the Contractor the State of Florida LIHEAP Policies and Procedures Manual. The State of Florida LIHEAP Policies and Procedures Manual will provide information and procedures needed to administer EHEAP in Florida.
 - a. This Contract excludes all provisions of the State of Florida LIHEAP Policies and Procedures Manual in reference to LIHEAP Regular Home Energy Annual Benefits.
 - b. To the extent any conflict arises between this Contract and any incorporated reference contained herein, this Contract shall have precedence.

III. METHOD OF PAYMENT

A. PAYMENT METHOD USED

The method of payment for this Contract is a combination of cost reimbursement and advance payments, subject to the availability of funds and Contractor performance. The Council will pay the Contractor upon satisfactory completion of the Tasks/Deliverables, as specified in Section II., Manner of Service Provision, and in accordance with other terms and conditions of this Contract.

1. Cost Reimbursement

The Contractor agrees to distribute funds as detailed in the Budget Summary (Attachment VIII) attached to this Contract. Any change in allocation of categorical or total amounts of funds identified on the Budget Summary form require a contract amendment. Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in Attachment VIII. All Cost Reimbursement Requests for Payment must include the actual Receipts and Expenditure Reports beginning with the first month of this Contract.

a. Budget Summary

Contractor agrees to implement the distribution of funds as detailed in the Budget Summary (Attachment VIII). An amendment is required to change category allocations or the total amount of this Contract.

(1) Administrative Expense

Administrative expenses include costs for general administration and coordination of the program, including direct and indirect costs. This includes the salaries, fringe benefits (i.e. insurance, retirement, etc.), rent, utilities, travel, etc. associated with financial and administrative management of the program. The use of other federal funds to supplement the administrative operations of EHEAP, above and beyond

the budgeted amount, is prohibited. Administrative costs that exceed the contracted EHEAP administrative award to the Contractor or subcontractor must be paid from non-federal sources. Contractors must have adequate procedures for monitoring and oversight to ensure compliance.

(2) Outreach Expense

Outreach expenses are those costs incurred in delivering EHEAP services that are not purely administrative in nature. This may include staff expenses such as salaries, fringe benefits (i.e. insurance, retirement, etc.), rent, utilities, travel, etc. for those employees performing outreach and intake. Outreach expenses shall not include senior management expense, except when outreach and intake involving direct contact with elders occurs. Documentation to support this exception shall be maintained by the Contractor and available upon request.

2. Advance Payments

Contractor may request up to two (2) months of advances at the start of the contract period to cover program administration, outreach, and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Council by the Department of Elder Affairs (budget release). The Contractor's requests for advance payments require the written approval of the Council's Finance Director. For the first month's advance request, the Contractor shall provide the Council's Finance Director with documentation justifying the need for an advance and describing how the funds will be distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor's financial need for the second month of advances. The Contractor must also describe how the funds will be distributed for the first and second month. If sufficient budget is available, and the Council's Finance Director, in his or her sole discretion, has determined that there is a justified need for an advance, the Council will issue approved advance payments after April 1, 2023.

- a. Any advance payment the Contractor requests must be distributed within seven days of receipt of payment from the Council. The Contractor shall submit to the Council documentation to support full distribution of advance funds with report number 3, due to the Council upon execution of contract, in accordance with the Invoice Report Schedule (Attachment XII) attached to this Contract.
- b. All advance funds requested for the Contractor must be fully expended no later than June 30, 2023. Any amount of advance payments not expended must be fully recouped on the Request for Payment submitted with Receipts and Expenditure Report number 5 due to the Council on July 7, 2023, in accordance with the Invoice Report Schedule (Attachment XII) attached to this Contract.
- c. All advance payments made to the Contractor shall be reimbursed to the Council as follows: one – tenth of the advance payment received shall be reported as an advance recoupment on each Request for Payment, starting with Receipts and Expenditure Report number 5, in accordance with the Invoice Report Schedule (Attachment XII) attached to this Contract.
- d. Interest earned on advances must be identified separately by source of funds, state or federal. Contractor shall maintain advances of federal funds in FDIC interest

bearing accounts, unless an exception is made in accordance with 45 C.F.R. § 75.305(b)(8). Interest earned in excess of \$250 per year on Federal cash balances shall be returned to the Council at the end of each quarter of the contract period.

- B. All payment requests shall be based on actual monthly expenditures beginning with the first month of this Contract. The schedule for submission of advance requests and requests for payment is in Attachment XII to this Contract.
- C. The final close-out request for payment is due to the Council no later than October 16, 2023.

D. METHOD OF INVOICE PAYMENT

Payment shall be made upon Contractor's presentation of an invoice subsequent to the acceptance and approval by the Council of the deliverables on the invoice. The form and substance of each invoice submitted by Contractor shall be as follows:

- 1. Contractor shall prepare Requests for Payment and Receipts and Expenditure Reports that support requests for payment and shall submit them to the Council using the Receipts and Expenditure Report (Attachment X), Request for Payment (Attachment XI), and Cost Reimbursement Summary (Attachment XIX);
- 2. Contractor shall include required supporting documentation as delineated in Section III.F. with the cost reimbursement portion of the invoice.

E. PAYMENT WITHHOLDING

Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved.

F. SUPPORTING DOCUMENTATION REQUIREMENTS

For the reporting month, Contractor shall include the following with Request for Payment:

- 1. The number of individuals served, that include:
 - a. The number of individuals served with crisis assistance during the reporting month;
 - b. The number of individuals ineligible or denied assistance during the reporting month;
 - c. The number of individuals referred to other community resources for energy assistance during the reporting month;
- 2. Certification that Contractor operated during its normal business hours during the reporting month;
- 3. The total amount of funding expended for crisis assistance per county for the reporting period; and

G. FINANCIAL CONSEQUENCES

Failure to meet the deliverables described in this Contract may result in a financial consequence and may result in the redistribution of funding. Contractor shall ensure the provision of services and the successful completion of deliverables as set forth in this Contract.

- 1. The Council shall not reimburse any expenditures associated with deliverables not accepted by the Council as successfully completed; however, this does not preclude Contractor from receiving payment for such expenditures upon successful completion of the deliverable.

2. If Contractor fails to be open and available for services according to its regular business hours as identified in Section II.C.2. of this Contract, excluding weekends or state and federal holidays, Contractor shall pay to the Council financial consequences for such failure, unless the Council waives such failure in writing based upon its determination that the failure was due to factors beyond the control of Contractor.
3. Contractor's failure to operate according to its regular business hours shall result in an assessment of a financial consequence in the amount of \$10.00 per day.
4. Any amounts due from financial consequences shall be paid by Contractor out of non-federal funds.

H. REMEDIES-NONCONFORMING SERVICES

Contractor shall ensure that all participants served under this Contract are eligible for the program and that all monthly performance reports and financial records are maintained for each reporting period and submitted as stipulated in this Contract.

1. Any nonconforming program service, performance report, or financial record not meeting the aforementioned requirements is not eligible for reimbursement under this program. Contractor shall solely bear the costs associated with enrolling, training, reporting and/or managing the program. Contractor shall give immediate notice to the Council of any significant and/or systemic infraction that compromises Contractor's ability to provide participant services, to achieve programmatic performance, or to provide sound financial management of the program.

I. CONSEQUENCES FOR NON-COMPLIANCE

Contractor shall ensure that one hundred percent (100%) of the deliverables identified in this Contract are performed pursuant to contract requirements. The deliverables described in Section II.D. are identified as major deliverables in this Contract.

1. If at any time the Contractor is notified by the Council's Program Specialist that it has failed to correctly, completely, or adequately perform these major deliverables, the Contractor will have ten (10) days to submit a Corrective Action Plan (CAP) to the Council's Program Specialist that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Council's Program Director. The Council shall assess a Financial Consequence for Non-Compliance on the Contractor for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP. If Contractor fails to timely submit a CAP, the Council shall deduct 1% of the monthly value of the administrative funds in the contract for each day the CAP is overdue, beginning the 11th day after notification by the Council's Program Specialist of the deficiency. The deduction will be made from the payment for the invoice of the following month.

In the event that Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct, from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the contract for each day the deficiency is not corrected. The Council may also deduct, from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the contract for each day the Contractor fails to timely submit a CAP.

IV. SPECIAL PROVISIONS

A. The following is incorporated by reference:

1. State of Florida LIHEAP Policies and Procedures Manual.

B. Modifications

The Council shall not be obligated to reimburse Contractor for expenditures in excess of the funded amount of this Contract unless and until the Council officially approves such expenditures by executing a written modification to the original contract, signed by both parties.

1. Contractor must use a Council approved budget modification process.
2. For the purpose of transferring funds, the following are considered budget categories: (1) Administration, (2) Outreach, and (3) Crisis Assistance.

C. Enforcement

1. The Council shall rescind designation of a Contractor or take intermediate measures against the Contractor, including corrective action, unannounced special monitoring, temporary assumption of operation of one or more programs by the Council, placement on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other administrative action, if the Council finds that any of the following have occurred:
 - a. An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients, or substantially and negatively affected the operation of an aging services program;
 - b. The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
 - c. The Contractor has committed multiple or repeated violations of legal and regulatory requirements or Council standards;
 - d. The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
 - e. The Contractor has exceeded its authority or otherwise failed to adhere to the terms of this Contract with the Council;
 - f. The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; or
 - g. The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.
2. In making any determination under this provision, the Council may rely upon findings of another state or federal agency or other regulatory body. Any claims for damages for breach of contract are exempt from administrative proceedings.

END OF ATTACHMENT

ATTACHMENT II**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Council to the Contractor may be subject to audits and/or monitoring by the Council, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by the Council staff, limited scope audits and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Council to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council, Department of Elder Affairs’ or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends \$750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Financial and Compliance Audit Attachment, Exhibit 2 indicates federal resources awarded through the Council by this Contract. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

If the Contractor expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization’s fiscal year. Compliance findings related to contracts with the Council shall be based on the contract’s requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by 2 CFR § 200.510, the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Contractor’s fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Financial Compliance Audit Attachment, Exhibit 2 indicates state financial assistance awarded through the Department by this Contract. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Department of the Elder Affairs, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by Rule 69I- 5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Council in effect during the audit period. For local governmental entities, financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end. For non-profit or for-profit organizations, financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of this Contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of financial reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by Part I of this Financial Compliance Audit Attachment, shall be submitted, when required by 2 CFR § 200.512 by or on behalf of the Contractor directly to each of the following:

**Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street**

Jeffersonville, IN 47132

Pursuant to 2 CFR § 200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor directly to the Council.

**Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road
Sunrise, FL 33351**

Additionally, copies of financial reporting packages required by this Contract's Financial Compliance Audit Attachment, Part II, shall be submitted by or on behalf of the Contractor directly to each of the following:

The Department at the following address:

**Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road
Sunrise, FL 33351**

The Auditor General's Office at the following address:

**State of Florida Auditor
General Claude Pepper
Building, Room 574 111 West
Madison Street Tallahassee,
Florida 32399-1450**

Any reports, management letters, or other information required to be submitted to the Council pursuant to this Contract shall be submitted timely in accordance with 2 CFR Part 200, F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of six (6) years from the date the audit report is issued, and shall allow the Council or its designee, the CFO, or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Council or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

ATTACHMENT II**EXHIBIT 1****PART I: AUDIT RELATIONSHIP DETERMINATION**

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Contractors who have been determined to be vendors are not subject to the audit requirements of 2 CFR § 200.38 and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, Contractors who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, F.A.C., Contractor has been determined to be:

☐ Vendor not subject to 2 CFR § 200.38 and/or Section 215.97, F.S.

☒ Recipient/sub-recipient subject to 2 CFR §§ 200.86 and 200.93 and/or Section 215.97, F.S.

☐ Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and/or state financial assistance, and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and/or 2 CFR § 200.330 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub-recipient must comply with the following fiscal laws, rules, and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR § 200.416 - § 200.417 – Special Considerations for States, Local Governments, and Indian Tribes*
- 2 CFR § 200.201 – Administrative Requirements**
- 2 CFR § 200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules, and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR § 200.400 - § 200.411 – Cost Principles*
- 2 CFR § 200.100 – Administrative Requirements
- 2 CFR § 200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules, and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

- 2 CFR § 200.418 – § 200.419 – Special Considerations for Institutions of Higher Education*
- 2 CFR § 200.100 – Administrative Requirements
- 2 CFR § 200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules, and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5)(c).

**For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 34 CFR Part 80.

STATE FINANCIAL ASSISTANCE. Contractors who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules, and regulations:

Sections 215.97 & 215.971, F.S.

Chapter 69I-5, F.A.C.

State Projects Compliance Supplement

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules, and regulations

EXHIBIT 2

FUNDING SUMMARY (2022-2023)

Note: Title 2 CFR, as revised, and Section 215.97, F.S., require that the information about Federal Programs and State Projects included in Attachment II, Exhibit 1, be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

**1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS CONTRACT
CONSIST OF THE FOLLOWING:**

GRANT AWARD (FAIN#): 2002FLLIEA		FEDERAL AWARD DATE: 10/1/2019	
DUNS NUMBER: 039652961			
PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Emergency Home Energy Assistance for the Elderly Program	United States Department of Health and Human Services	93.568	\$25,168.21
TOTAL FEDERAL AWARD			\$25,168.21

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT
TO THIS CONTRACT ARE AS FOLLOWS:**

FEDERAL FUNDS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations

**2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF
THE FOLLOWING:**

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

STATE FINANCIAL ASSISTANCE SUBJECT TO SECTION 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
TOTAL AWARD			

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS
CONTRACT ARE AS FOLLOWS:**

STATE FINANCIAL ASSISTANCE

Sections 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C., State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules, and regulations

ATTACHMENT III

CERTIFICATIONS AND ASSURANCES

Council will not award this Vcontract unless Contractor completes this CERTIFICATIONS AND ASSURANCES. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
- D. Certification Regarding Public Entity Crimes, section 287.133, E.S.
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
- F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, E.S.
- G. Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreements
- H. Verification of Employment Status Certification
- I. Records and Documentation
- J. Certification Regarding Inspection of Public Records

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

B. CERTIFICATION REGARDING LOBBYING – CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan,

the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A. NON- DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80). - As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department of Elder Affairs through the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department of Elder Affairs through the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department of Elder Affairs through the Council.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department of Elder Affairs through the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor’s operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity.

Contractor understands that the Council, Department of Elder Affairs and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

A. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

B. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

C. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not engaged in a boycott of Israel.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Contract and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

If Contractor is unable to certify any of the statements in this certification, Contractor shall attach an explanation to this Contract.

D. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACTS, AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

1. The Contractor and any Subcontractors of services under this Contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified

to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.

1. If this Contract includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
2. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
3. The Contractor and any Subcontractors of services under this Contract warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

E. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Council, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Contract, and that any subcontracts include an express requirement that Subcontractors performing work or providing services pursuant to this Contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the entire Contract term.

The Contractor shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Circulars A-102 and 2 CFR Part 200 and 215 (formerly OMB Circular A-110).

F. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Council staff and/or any party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

G. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Section 10 of the Master Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold harmless the Council for any costs incurred by the Council and any attorneys' fees assessed or awarded against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Contract or services performed thereunder.
 - a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S.
2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity **which pertain to the public agency (Florida Department of Elder Affairs)** are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does ☐ does not ☐ provide for institutional memberships.

Contractor’s signature below attests that records pertaining to the dues or membership application by the Council are available for inspection if applicable, as stated above.

By execution of this Contract, Contractor must include these provisions (A-J) in all related subcontract agreements (if applicable).

By signing below, Contractor certifies that the representations outlined in parts A through J above are true and correct.

	227 NW 2nd Street
Signature and Title of Authorized Representative	Street Address
City of Deerfield Beach, Florida/Northeast Focal Point Senior Center dba Department of Active Aging	Deerfield Beach, FL 33441
Contractor Date	City, State, Zip code

ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average forty-five (45) minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043),

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND

BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions please contact the awarding agency. Further, certain federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and §§ 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

1. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
2. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-contracts.
3. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
4. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- 12 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.), which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.
18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION City of Deerfield Beach, Florida/Northeast Focal Point Senior Center dba Department of Active Aging		DATE SUBMITTED

ATTACHMENT V

FLORIDA DEPARTMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST

Program/Facility Name City of Deerfield Beach, Florida/Northeast Focal Point Senior Center dba Department of Active Aging	County	AAA/Contractor
Address 227 NW 2nd Street	Completed By	
City, State, Zip Code Deerfield Beach, FL 33441	Date	Telephone 954-480-4449

PART I: READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU COMPLETE THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

For questions 2-5 please indicate the following:

2. Population of area served
3. Staff currently employed
4. Clients currently enrolled/registered
5. Advisory/Governing Board if applicable

	Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
Source of data:								
Effective date:								
Effective date:								

PART II: USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE. IF N/A or NO, EXPLAIN.

6. Is an Assurance of Compliance on file with DOEA?

N/A YES NO

☐ ☐ ☐

7. Compare the staff composition to the population. Is staff representative of the population?

N/A YES NO

☐ ☐ ☐

1. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability?

N/A YES NO

☐ ☐ ☐

1. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion, or disability?

N/A YES NO

☐ ☐ ☐

1. For in-patient services, are room assignments made without regard to race, color, national origin or disability?

N/A YES NO

☐ ☐ ☐

2. Is the program/facility accessible to non-English speaking clients?

N/A YES NO

☐ ☐ ☐

1. Are employees, applicants and participants informed of their protection against discrimination? If YES, how?
Verbal ☐ Written ☐ Poster ☐

N/A YES NO

☐ ☐ ☐

N/A NUMBER

1. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility.

☐ _____

1. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals?

N/A YES NO

☐ ☐ ☐

PART III: THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES. IF NO, EXPLAIN.

1. Has as a self-evaluation been conducted to identify any barriers to serving disabled individuals and to make any necessary modifications?

YES NO

☐ ☐

1. Is there an established grievance procedure that incorporates due process in the resolution of complaints?

YES NO

☐ ☐

2. Has a person been designated to coordinate Section 504 compliance activities?

YES NO

☐ ☐

1. Do recruitment and notification materials advise applicants, employees, and participants of nondiscrimination on the basis of disability?

YES NO

☐ ☐

1. Are auxiliary aids available to ensure accessibility of services to hearing and sight-impaired individuals?

YES NO

☐ ☐

PART IV: FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

2. Do you have a written affirmative action plan? If NO, explain.

YES NO

☐ ☐

DOEA USE ONLY

Reviewed by		In Compliance: YES ☐ NO* ☐
Program Office		*Notice of Corrective Action Sent ____ / ____ / ____
Date	Telephone	Response Due ____ / ____ / ____
On-Site ☐	Desk Review ☐	Response Received ____ / ____ / ____

ATTACHMENT V**INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST**

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race, sex, disability, and over the age of 40. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex, disability, and over the age of 40. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex, disability, and over the age of 40. Include the date that enrollment was counted.
 - a. Where there is a significant variation between the race, sex, or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons.
5. Enter the total number of advisory board members and their percent by race, sex, disability, and over the age of 40. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR Part 80. This is usually a standard part of the contract language for DOE A Recipients and their Sub-grantees. 45 CFR § 80.4(a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment. 45 CFR § 80.3(a) and 45 CFR § 80.1.
9. Participants or clients must be provided services such as medical, nursing, and dental care, laboratory services, physical and recreational therapies, counseling, and social services without regard to race, sex, color, national origin, religion, age, or disability. Courtesy titles, appointment scheduling, and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age, or disability. Entrances, waiting rooms, reception areas, restrooms, and other facilities must also be equally available to all clients. 45 CFR § 80.3(b).
10. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin, or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability. 45 CFR § 80.3(a).
11. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services. 45 CFR § 80.3(a).
12. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. 45 CFR § 80.6(d). This should include information on their right to file a complaint of discrimination with either the Department or the U.S. Department of Health and Human Services. The information may be supplied verbally or in writing to every individual or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility.
13. Report number of discrimination complaints filed against the program/facility. Indicate the basis (e.g. race, color, creed, sex, age, national origin, disability, and/or retaliation) and the issues involved (e.g. services or employment, placement,

termination, etc.). Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status of the complaint (e.g. settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.).

1. The program/facility must be physically accessible to mobility, hearing, and sight-impaired individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps, and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, and information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
2. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:
 - a. Evaluate, with the assistance of disabled individual(s)/organization(s), current policies and practices that do not or may not comply with Section 504;
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices; and
 - d. Maintain self-evaluation on file, including a list of the interested persons consulted, a description of areas examined, and any problems identified, and a description of any modifications made and of any remedial steps taken 45 CFR § 84.6. (This checklist may be used to satisfy this requirement if these four steps have been followed).
3. Programs or facilities that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Part 84 of Title 45, CFR 45 CFR § 84.7(b).
4. Programs or facilities that employ 15 or more persons shall designate at least one person to coordinate its efforts to comply with Part 84 of Title 45, CFR. 45 CFR § 84.7(a).
5. Programs or facilities that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that the program/facility does not discriminate on the basis of handicap in violation of Section 504 and Part 84 of Title 45, CFR. Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in publications of the programs or facilities, and distribution of memoranda or other written communications. 45 CFR § 84.8(a).
6. Programs or facilities that employ 15 or more persons shall provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to benefit from the service in question. Auxiliary aids may include, but are not limited to, brailled and taped materials, interpreters, and other aids for persons with impaired hearing or vision. 45 CFR § 84.52(d).
7. Programs or facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR Part 60 and Title VI of the Civil Rights Act of 1964, as amended.

CONTRACTOR'S STATE CONTRACT LIST

Contractor's State Contract List

CONTRACTOR INFORMATION:

Name: _____
Address: _____
FEID: _____

Phone: _____
Email: _____
Contact: _____

REPORT PERIOD:

From: _____
To: _____

	Contract #	Contract/ Program Name	State Agency/ Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
11									\$ -
12									\$ -
13									\$ -
14									\$ -
15									\$ -
16									\$ -
17									\$ -
18									\$ -
19									\$ -
20									\$ -
Total									

SIGNATURE: _____
TITLE: _____

DATE: _____

BACKGROUND SCREENING



BACKGROUND SCREENING

Affidavit of Compliance - Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term “employer” means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging/Aging (and Disability) Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is “a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client’s living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers.” § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of _____
Employer Name

located at _____

Street Address	City	State	ZIP code

I, _____ do hereby affirm under penalty of perjury
Name of Representative

that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

Signature of Representative

Date _____

STATE OF FLORIDA, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____ (Name of Representative) who is personally known to me or produced _____ as proof of identification.

Print, Type, or Stamp Commissioned Name of Notary Public

Notary Public

ATTACHMENT VIII

BUDGET SUMMARY

ADMINISTRATIVE COSTS

PERSONNEL

Total Personnel: \$0.00

RECURRING EXPENSES:

Printing & Supplies 2,097.21

Total Recurring Expenses: \$2,097.21**TOTAL ADMINISTRATIVE BUDGET** \$2,097.21**OUTREACH COSTS**

PERSONNEL

Case Manager \$ 503.40

I&R Coordinator \$ 2,574.03

Total Personnel: \$3,077.43

RECURRING EXPENSES:

Total Recurring Expenses: \$0.00**TOTAL OUTREACH BUDGET** \$3,077.43**TOTAL EHEAP Benefits (Crisis)** \$19,993.57**TOTAL** \$25,168.21Projected minimum number of applications* (Crisis): 72

*Eligible households may be provided one benefit per season. The minimum number of consumers may reflect duplicated consumers if a consumer receives a benefit in both seasons. The projected minimum number is for the entire contract period.

EHEAP ADMINISTRATIVE AND OUTREACH EXPENSE BUDGET DETAIL

PSA

#

Emergency Home Energy Assistance Program

Administrative & Outreach Expense Budget

Detail

[illegible]

Total \$ -

RECEIPTS AND EXPENDITURE REPORT
EMERGENCY HOME ENERGY ASSISTANCE PROGRAM

PROVIDER NAME, ADDRESS, PHONE # & FEID	Program Funding Source :	THIS REPORT PERIOD CONTRACT PERIOD CONTRACT #: REPORT # PSA#		
CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract. Prepared by : Date: Approved by : Date :				
PART A : BUDGETED INCOME/ RECEIPTS	1. Approved Budget	2. Actual Receipts for this Report	3. Total Receipts Year to Date	4. Percent of Approved Budget
PART B : EXPENDITURES	1. Approved Budget	2. Expenditures for this Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Administration	\$0.00	\$0.00	\$0.00	0.00%
2. Outreach	\$0.00	\$0.00	\$0.00	0.00%
3. Crisis Services	\$0.00	\$0.00	\$0.00	0.00%
4. Weather Related Services	\$0.00	\$0.00	\$0.00	0.00%
5. TOTAL EXPENDITURES	\$0.00	\$0.00	\$0.00	0.00%

DOEA FORM 105

REQUEST FOR PAYMENT
EMERGENCY HOME ENERGY ASSISTANCE PROGRAM

CONTRACTOR NAME, ADDRESS, PHONE# and FEID#	TYPE OF REPORT : Advance Request _____ Reimbursement Request <u>X</u>	This Request Period: CONTRACT PERIOD CONTRACT #: REPORT # PSA# 10			
CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above agreement, including that Contractor has been open and operating during its normal business hours for the reporting month.					
Prepared by : Date: Approved by : Date :					
PART A: BUDGET SUMMARY	ADMIN SERVICES	OUTREACH SERVICES	CRISIS SERVICES	WEATHER RELATED	TOTAL
1. Approved Agreement Amount	\$ -	\$ -	\$ -	\$ -	\$ -
2. Previous Funds Received	\$ -	\$ -	\$ -	\$ -	\$ -
3. Agreement Balance	\$ -	\$ -	\$ -	\$ -	\$ -
4. Previous Funds Requested but not Received	\$ -	\$ -	\$ -	\$ -	\$ -
5. Agreement Balance	\$ -	\$ -	\$ -	\$ -	\$ -
PART B: AGREEMENT FUNDS REQUEST					
1. Anticipated Cash Needs (1st - 2nd month, Attach Justification)	\$ -	\$ -	\$ -	\$ -	\$ -
2. Net Expenditures For Month (DOEA Form 105P, Part B, Line 5)					
3. TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -
PART C: NET FUNDS REQUESTED					
1. Less Advance Applied	\$ -	\$ -	\$ -	\$ -	\$ -
2. TOTAL FUNDS REQUESTED (Part B, Line 3 minus Part C, Line 1)	\$ -	\$ -	\$ -	\$ -	\$ -
PART D: SERVICE INFORMATION					
1. Number of individuals served with crisis energy assistance this period:					
2. Number of individuals ineligible or denied assistance during this period:					
3. Number of individuals referred to other community resources for energy assistance during this period:					
Certification statement: Contractor hereby certifies that it has been open and operating during its normal business hours for this period, as described in the Statement of Work section, of the EHEAP contract.					

INVOICE REPORT SCHEDULE

<u>Report Number</u>	<u>Based Upon</u>	<u>Date Due to the Department</u>
1	April Advance Request*	Upon Execution of Contract
2	May Advance Request*	Upon Execution of Contract
3	April Expenditure Report	May 5, 2023
4	May Expenditure Report	June 7, 2023
5	June Expenditure Report	July 7, 2023
6	July Expenditure Report	August 7, 2023
7	August Expenditure Report	September 7, 2023
8	September Expenditure Report	October 6, 2023
9	Final Close Out Report	October 16, 2023

* Advance based on projected cash need.

Note 1 Advance basis invoices, cannot be submitted to the Department of Elder Affairs (DOEA) prior to April 1 or until the contract with the Council has been executed.

Note 2 Report numbers 3 through 8 shall reflect an adjustment of one-tenth of the total advance amount, on each of the reports, repaying advances issued for the first one or two months of the agreement. The adjustment shall be recorded in Part C, 1 of the report (Attachment XII).

Note 3 Submission of invoices may or may not generate a payment request. If final invoice reflects funds due back to the Department, payment is to accompany the final close-out invoice.

POVERTY INCOME GUIDELINES

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
(LIHEAP)
POVERTY INCOME GUIDELINES***

EFFECTIVE JULY 1, 2020

PEOPLE IN THE HOUSEHOLD	150%
1	\$ 19,140
2	\$ 25,860
3	\$ 32,580
4	\$ 39,300
5	\$ 46,020
6	\$ 52,740
7	\$ 59,460
8	\$ 66,180
For each additional person in the household with more than 8 people, add:	\$ 6,720

*These figures are based on the 2020 U.S. Department of Health and Human Services (HHS) poverty guidelines published in the Federal Register on January 17, 2020

ATTACHMENT XIV

LIHEAP PAYMENT MATRIX

LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM PAYMENT MATRIX - FY 2020									
HOME ENERGY BENEFITS ¹ AND POVERTY LEVELS BY HOUSEHOLD SIZE AND INCOME HOUSEHOLD INCOME IN DOLLARS PER YEAR									
NUMBER OF PEOPLE IN HOUSEHOLD	50% of Poverty or Less	Over 50% of Poverty but Less than 75%		At least 75% but no more than 100% Poverty		Over 100% but no more than 125% Poverty		Over 125% but no more than 150% Poverty	
	At or Below	Annual Income at Least but No Greater Than							
1	\$ 6,380.00	\$6,381.00	\$9,569.00	\$ 9,570.00	\$12,760.00	\$12,761.00	\$15,950.00	\$15,951.00	\$19,140.00
2	\$ 8,620.00	\$8,621.00	\$12,929.00	\$12,930.00	\$17,240.00	\$17,241.00	\$21,550.00	\$21,551.00	\$25,860.00
3	\$10,860.00	\$10,861.00	\$16,289.00	\$16,290.00	\$21,720.00	\$21,721.00	\$27,150.00	\$27,151.00	\$32,580.00
4	\$13,100.00	\$13,101.00	\$19,649.00	\$19,650.00	\$26,200.00	\$26,201.00	\$32,750.00	\$32,751.00	\$39,300.00
5	\$15,340.00	\$15,341.00	\$23,009.00	\$23,010.00	\$30,680.00	\$30,681.00	\$38,350.00	\$38,351.00	\$46,020.00
6	\$17,580.00	\$17,581.00	\$26,369.00	\$26,370.00	\$35,160.00	\$35,161.00	\$43,950.00	\$43,951.00	\$52,740.00
7	\$19,820.00	\$19,821.00	\$29,729.00	\$29,730.00	\$39,640.00	\$39,641.00	\$49,550.00	\$49,551.00	\$59,460.00
8	\$22,060.00	\$22,061.00	\$33,089.00	\$33,090.00	\$44,120.00	\$44,121.00	\$55,150.00	\$55,151.00	\$66,180.00
9	\$24,300.00	\$24,301.00	\$36,449.00	\$36,450.00	\$48,600.00	\$48,601.00	\$60,750.00	\$60,751.00	\$72,900.00
10	\$26,540.00	\$26,541.00	\$39,809.00	\$39,810.00	\$53,080.00	\$53,081.00	\$66,350.00	\$66,351.00	\$79,620.00
11	\$28,780.00	\$28,781.00	\$43,169.00	\$43,170.00	\$57,560.00	\$57,561.00	\$71,950.00	\$71,951.00	\$86,340.00
12	\$31,020.00	\$31,021.00	\$46,529.00	\$46,530.00	\$62,040.00	\$62,041.00	\$77,550.00	\$77,551.00	\$93,060.00
13	\$33,260.00	\$33,261.00	\$49,889.00	\$49,890.00	\$66,520.00	\$66,521.00	\$83,150.00	\$83,151.00	\$99,780.00
14	\$35,500.00	\$35,501.00	\$53,249.00	\$53,250.00	\$71,000.00	\$71,001.00	\$88,750.00	\$88,751.00	\$106,500.00
15	\$37,740.00	\$37,741.00	\$56,609.00	\$56,610.00	\$75,480.00	\$75,481.00	\$94,350.00	\$94,351.00	\$113,220.00
16	\$39,980.00	\$39,981.00	\$59,969.00	\$59,970.00	\$79,960.00	\$79,961.00	\$99,950.00	\$99,951.00	\$119,940.00
17	\$42,220.00	\$42,221.00	\$63,329.00	\$63,330.00	\$84,440.00	\$84,441.00	\$105,550.00	\$105,551.00	\$126,660.00
18	\$44,460.00	\$44,461.00	\$66,689.00	\$66,690.00	\$88,920.00	\$88,921.00	\$111,150.00	\$111,151.00	\$133,380.00
19	\$46,700.00	\$46,701.00	\$70,049.00	\$70,050.00	\$93,400.00	\$93,401.00	\$116,750.00	\$116,751.00	\$140,100.00
20	\$48,940.00	\$48,941.00	\$73,409.00	\$73,410.00	\$97,880.00	\$97,881.00	\$122,350.00	\$122,351.00	\$146,820.00
LIHEAP HOME ENERGY BENEFIT ¹	\$350 to \$600**			\$300 to \$550**		\$250 to \$500**		\$200 to \$450**	

** Additional Assistance if applicant household includes

(1) Elderly	\$75
(2) Disabled	\$75
(3) Applicant with child age 5 or younger	\$100

¹ These benefit levels are effective July 1, 2020

These figures are based upon the 2020 U.S. Department of Health and
Human Services (HHS) Poverty Guidelines published in the Federal Register
on January 17, 2020

ATTACHMENT XV

SOURCES OF INCOME

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) SOURCES OF INCOME EFFECTIVE July 1, 2020	
INCLUDED SOURCES OF INCOME (Includes total annual cash receipts before taxes from all sources)	EXCLUDED SOURCES OF INCOME
1. Money wages and salaries before any deductions 2. Net receipts from non-farm employment (receipts from a person's own unincorporated business, professional enterprise, or partnership, after deductions for business expenses) 3. Net receipts from farm self-employment (receipts from a farm which one operates as an owner, renter, or sharecropper, after deductions for farm operating expenses) 4. <u>REGULAR PAYMENTS FROM:</u> Social Security Railroad retirement Unemployment compensation Strike benefits from union funds Worker's compensation Veteran's payments Public Assistance or Temporary Assistance for Needy Families (TANF), Supplemental Security Income, and non-federally funded General Assistance or General Relief money payments. 5. Payments to foster children age 18 or older received through the Independent Living Program 6. Training stipends 7. Alimony 8. Child Support 9. Social Security Benefit Garnishes for Non-Payment of School Loans. (The total amount of the Social Security Retirement benefit including the garnished deduction must be used when calculating the applicant's income.) 10. Military family allotment or other regular support from a family member or someone not living in the household 11. Private pensions 12. Government employee pensions (including military retirement pay) 13. Regular insurance or annuity payments 14. Educational Assistance: Grants, Fellowships, Assistantships, College or University Scholarships – <u>Only count as income those funds specifically allotted for living expenses</u> 15. Dividends 16. Interest 17. Net rental income 18. Net royalties 19. Periodic receipts from estates or trusts 20. Net gambling or lottery winnings	1. <u>CAPITAL GAINS</u> Any Assets drawn down as withdrawals from a bank, or the sale of property, a house, or a car. 2. Tax Refunds 3. Gifts 4. Loans 5. Lump-sum inheritances 6. One-time insurance payments 7. Foster Care Payments* 8. Compensation for injury 9. Combat zone pay to the military 10. Adoption Subsidies 11. Reverse Mortgage Payments 12. <u>NON-CASH BENEFITS</u> (a) Employer-paid or union paid portion of health insurance or other employee benefits (b) Food or housing received in lieu of wages (c) The value of food and fuel produced and consumed on farms. (d) The imputed value of rent from owner-occupied non-farm or farm housing. (e) Federal non-cash benefit programs such as Medicare, Medicaid, Food Stamps, school lunches, and housing assistance. 13. Supplemental Security Income (SSI) benefits cannot be garnished for any reason <u>unless</u> a recipient received an overpayment of benefits. The total amount of the SSI benefit minus the garnished deduction for recoupment must be used when calculating the applicant's income. *Persons whose cost of residence is paid through a foster care or residential program administered by the state <u>cannot</u> be counted as household members.

EHEAP APPLICATION AND ELIGIBILITY WORKSHEET

Section One: Applicant (Aged 60 and older) Information				
Name: (First, M, Last)		☐ Heating Season ☐ Cooling Season		
Date of birth:	Age:	SSN:		
Service address:				
City:	Florida County:		ZIP Code:	
Sex: ☐ Male ☐ Female	Number of people in the household:		Phone:	
Marital Status: ☐ Married ☐ Partnered ☐ Single ☐ Separated ☐ Divorced ☐ Widowed				
Race: ☐ White ☐ Black/African American ☐ Asian ☐ Native Hawaiian/Pacific Islander ☐ American Indian/Alaska Native ☐ Other				
Ethnicity: ☐ Hispanic/Latino ☐ Other		Primary Language: ☐ English ☐ Spanish ☐ Other _____		
Does client have limited ability reading, writing, speaking, or understanding the English language? ☐ Yes ☐ No				
Is the client a veteran? ☐ Yes ☐ No		Was client referred to the local Veteran's Affairs office? ☐ Yes ☐ No ☐ N/A		
Applicant's income type(s):			Applicant's monthly income amount:	
Section Two: Additional Household Members Information				
Name:		Income type(s):		
	Age:	SSN:	Monthly income amount:	
Name:		Income type(s):		
	Age:	SSN:	Monthly income amount:	
Name:		Income type(s):		
	Age:	SSN:	Monthly income amount:	
Name:		Income type(s):		
	Age:	SSN:	Monthly income amount:	
Name:		Income type(s):		
	Age:	SSN:	Monthly income amount:	
Section Three: Household Characteristics				
Is there a child 5 years of age or younger in the household? ☐ Yes ☐ No If Yes, select all that applies: ☐ 0-2 years old ☐ 3-5 years old				
Is there an individual with a disability in the household? ☐ Yes ☐ No				
Is the applicant a U.S. citizen or an alien lawfully admitted for permanent residence? ☐ Yes ☐ No				
Is the applicant a homeowner? ☐ Yes ☐ No				
Does applicant live in government subsidized housing, such as Section 8? ☐ Yes ☐ No If yes, provide the complex name: _____ If yes, does the household receive an energy subsidy? ☐ Yes ☐ No				
Does applicant live in a student dormitory, adult family care home, or any kind of group living facility? ☐ Yes ☐ No If yes, provide the facility name: _____				
Section Four: Heating and Cooling Information				
Have you or any member of your household received energy assistance in the current season? ☐ Yes ☐ No If yes, provide the name of Agency: _____ Type of Assistance: ☐ Crisis ☐ Home Energy ☐ Weather-Related Date: _____				
What is the primary source of home heating? (select one) ☐ Electricity ☐ Natural Gas ☐ Propane ☐ Wood/Coal ☐ Refillable Fuels				

Date Stamp

Intake worker's name:

Phone:

Does household use supplemental heating source? ☐ Electricity ☐ Wood/Coal ☐ N/A	
Air conditioning unit type? ☐ Central A/C ☐ Window/Wall A/C ☐ Fans ☐ Other – specify (including evaporative cooler) _____	
Section Five: Energy Crisis Explanation	Client Attestation and Signature
☐ Home cooling or heating energy source has been disconnected. <i>(Life-Threatening)</i>	The information provided on this application, is to the best of my knowledge, true and complete. I understand that priority in providing assistance will be given to those households with the lowest income and greatest need, i.e. those households in which the elderly, disabled, medically needy, or children reside. I authorize the agency to make benefit payments directly to my energy supplier. I am aware that after I have provided all the information requested to determine my eligibility, if I am applying for crisis assistance, the agency has 18 hours to act upon my application with an eligible action. I am also aware that if I am not approved or denied within the time allowed, or not approved for the correct amount, I have a right to appeal the decision. (If you sign with an "X" two witnesses are required.) Client Signature: _____ Date: _____
☐ Unable to get delivery of fuel, is out of fuel, or is in danger of being out of fuel for heating. <i>(Life-Threatening)</i>	
☐ Other problems with lack of cooling or heating in the home, such as needing to pay a deposit, repair of equipment, or interim emergency measure to avoid further crisis. <i>(Life-Threatening)</i>	
☐ Notified that the energy source for cooling or heating is going to be disconnected. <i>(Standard)</i>	
☐ Received a notice indicating the energy source bill is delinquent or past due. <i>(Standard)</i>	
☐ Has an energy source bill for which the due date has lapsed. <i>(Standard)</i>	

ALL CLIENTS SHOULD SIGN THE WAIVER, AUTHORIZING THE RELEASE OF GENERAL AND/OR CONFIDENTIAL INFORMATION FOR LIHEAP/EHEAP FEDERAL REPORTING.

Emergency Home Energy Assistance for the Elderly Program - Eligibility Worksheet

Section Six: Income Eligibility Determination

Annualize all household income.	Staple calculator tape here showing income calculations or write calculations in this space.	Poverty Guidelines effective 07/01/2020. Select the annual income limit by household size: <table border="1"> <thead> <tr> <th></th> <th>150% of Poverty</th> <th>50% of Poverty</th> </tr> </thead> <tbody> <tr> <td>☐ 1.....</td> <td>\$19,140</td> <td>\$ 6,380</td> </tr> <tr> <td>☐ 2.....</td> <td>\$25,860</td> <td>\$ 8,620</td> </tr> <tr> <td>☐ 3.....</td> <td>\$32,580</td> <td>\$10,860</td> </tr> <tr> <td>☐ 4.....</td> <td>\$39,300</td> <td>\$13,100</td> </tr> <tr> <td>☐ 5.....</td> <td>\$46,020</td> <td>\$15,340</td> </tr> <tr> <td>☐ 6.....</td> <td>\$52,740</td> <td>\$17,580</td> </tr> <tr> <td>☐ 7.....</td> <td>\$59,460</td> <td>\$19,820</td> </tr> <tr> <td>☐ 8.....</td> <td>\$66,180</td> <td>\$22,060</td> </tr> </tbody> </table> (Add \$6,720 for each additional member of family unit with more than 8 members.)		150% of Poverty	50% of Poverty	☐ 1.....	\$19,140	\$ 6,380	☐ 2.....	\$25,860	\$ 8,620	☐ 3.....	\$32,580	\$10,860	☐ 4.....	\$39,300	\$13,100	☐ 5.....	\$46,020	\$15,340	☐ 6.....	\$52,740	\$17,580	☐ 7.....	\$59,460	\$19,820	☐ 8.....	\$66,180	\$22,060
		150% of Poverty	50% of Poverty																										
☐ 1.....		\$19,140	\$ 6,380																										
☐ 2.....		\$25,860	\$ 8,620																										
☐ 3.....		\$32,580	\$10,860																										
☐ 4.....	\$39,300	\$13,100																											
☐ 5.....	\$46,020	\$15,340																											
☐ 6.....	\$52,740	\$17,580																											
☐ 7.....	\$59,460	\$19,820																											
☐ 8.....	\$66,180	\$22,060																											
1. Add all gross monthly earned and unearned income from the past 30 days of all household members.																													
2. Add Medicare Premium (\$148.50), if not included in SSA amount.																													
3. Add Medicare Part D, if applicable.																													
4. To annualize, multiply the monthly total by 12 months.																													
Annual Household Income																													
\$ _____																													
☐ Categorically Eligible If the total annual household income is less than 50% of the current Federal Poverty Guidelines for household size (using chart above), and no one in the household is receiving SNAP assistance, the applicant must provide a signed statement of how basic living expenses (i.e., food, shelter and transportation) are provided for the household.																													

Section Seven: Vendor, Benefit, and Verification Information

Energy Vendor #1 Name: _____		Other Vendor #1 Name: _____		Contact made with LIHEAP provider to verify previous crisis assistance. Contact Person: _____ Date of contact: _____ Has the applicant received LIHEAP crisis assistance during the current season? ☐ Yes ☐ No
Account Number: _____		Account/Voucher Number: _____ Date: _____		
Minimum Amount Due: _____		Amount Due: _____		
Verification and Commitment Contact Person: _____ Date: _____		☐ Blanket ☐ Repair Existing Heating or Cooling Equipment ☐ Portable Fan ☐ Emergency Shelter ☐ Space Heater ☐ Other _____ ☐ Window A/C		If the minimum amount due is more than the past due amount, did the energy vendor verify that this amount is required? ☐ Yes ☐ No ☐ N/A
Energy Vendor #2 Name: _____		Other Vendor #2 Name: _____		
Account Number: _____		Account/Voucher Number: _____ Date: _____		
Minimum Amount Due: _____		Amount Due: _____		If the minimum amount due to resolve the crisis is more than the maximum allowed, explain how the balance of the amount due will be paid if approved for EHEAP crisis assistance. _____ _____ _____
Verification and Commitment Contact Person: _____ Date: _____		☐ Blanket ☐ Repair Existing Heating or Cooling Equipment ☐ Portable Fan ☐ Emergency Shelter ☐ Space Heater ☐ Other _____ ☐ Window A/C		
(1) Total Energy Vendors	\$ _____	(4) Total Other Vendors	\$ _____	Is the name on the fuel bill that of the applicants? ☐ Yes ☐ No If no, provide name on bill: _____
(2) Energy Subsidy	\$ _____	Total EHEAP Benefit Add Total Energy Vendor (4) & Total Other Vendor (4)	\$ _____	
(3) Water, Sewer, Garbage, Fire, etc.	\$ _____			
(4) Deduct (2&3) from (1)	\$ _____			

Section Eight: Weatherization Assistance Program (WAP) Referral

If the applicant is a homeowner, has he/she received more than three LIHEAP or EHEAP benefits in the last 18 months? ☐ Yes ☐ No ☐ N/A
If the answer to the previous question is "yes", was the applicant referred to WAP? ☐ Yes ☐ No ☐ N/A
If the answer to the last question is "no", explain: _____

Section Nine: Resolution of Crisis

Resolution of the Heating/Cooling Energy Crisis occurred within 18/48 hours, by the following eligible action(s): (Select all that apply)	
☐ Approval of application	☐ EHEAP benefit prevented disconnection
☐ Commitment made to vendor	☐ EHEAP benefit restored energy already disconnected
☐ Denial of Application, pending additional information	☐ Yes, client signed waiver
☐ Denial of Application, ineligible	☐ No, client refused to sign waiver
☐ Written referral and assistance to access other community resources	
Case Worker Signature	Approval Signature
<u>I have determined the eligibility of the applicant.</u> I am not the applicant, nor	The application and eligibility determination must be reviewed for errors and
Case Worker's Name:	Supervisor/Peer's Name:
Case Worker's Signature:	Supervisor/Peer's Signature:
Date:	Date:
Agency Name:	Agency Name:

DOEA Form 114 – 4/1/2021

ATTACHMENT XVII

EHEAP APPLICATION AND ELIGIBILITY INSTRUCTIONS**EHEAP Application Instructions****Section One: Applicant (Age 60 and older) Information**

Complete Section One in its entirety.

Special notes:

- ✓ The Date Stamp is the official application date;
- ✓ The Intake Worker (with name and phone number recorded) is the person who accepts the application and required documentation;
- ✓ The applicant's income type(s) and monthly income amount is recorded in this section, and
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Two: Additional Household Members Information

Complete Section Two by listing additional household members and providing the information requested.

Special notes:

- ✓ At a minimum, the name(s), age(s), and Social Security number(s) of each additional household member is required;
- ✓ You will be attaching a calculator tape of the household's income calculations in the section provided on the EHEAP Eligibility Worksheet; and
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Three: Household Characteristics

Complete Section Three by answering each "Yes" or "No" question and providing additional information if applicable.

Special note:

- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Four: Heating and Cooling Information

Complete Section Four by answering each question.

Special note:

- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Five: Energy Crisis Explanation

Section Five is completed by choosing the best possible explanation for the applicant's crisis and obtaining their signature and date of signature.

Special note:

- ✓ *If energy crisis is life-threatening, provide crisis resolution within 18 hours.*
- ✓ *If energy crisis is non-life-threatening, provide crisis resolution within 48 hours.*
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Client Attestation and Signature

The applicant should read the attestation statement. If the applicant is unable to read the attestation statement, the intake worker should read it to them before they sign and date the application.

At this point, the intake worker should have the applicant sign the waiver authorizing the release of general and/or confidential information for LIHEAP/EHEAP federal reporting. CIRTIS will require you to verify that either the waiver has been signed or that the client has refused to sign.

EHEAP Eligibility Worksheet Instructions**Section Six: Income Eligibility Determination**

Complete Section Six by stapling the calculator tape in the space provided, entering the annual income, and checking the appropriate number of individuals in the household to determine the household annual income limit.

Special notes:

- ✓ If the applicant is over-income and received TANF, SSI, or SNAP, check the categorical eligibility box and include the appropriate documentation in client file.
- ✓ Adjacent to the annual income limit by household size is the fifty percent (50%) of poverty amount by household size. If the annual household income is below the amount for the household size, AND the household does not receive SNAP, the applicant must provide a written statement of how basic living expenses are provided for the household.
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Seven: Vendor, Benefit, and Verification Information

Complete Section Seven by completing in its entirety.

Special notes:

- ✓ Eligible elders may receive multiple crisis assistance benefit(s) that combined not to exceed \$5,000.00.
- ✓ The minimum amount due is the amount provided to you during the verification process with the home energy vendor.
- ✓ For those applicants receiving an energy subsidy, the minimum amount due will be reduced by the energy subsidy amount listed on the applicant's public housing lease to determine the total EHEAP benefit. The energy subsidy is deducted from home energy vendor payments only.
- ✓ Water, sewer, garbage, and fire, etc. MAY NOT be paid with EHEAP funds. Utility bills that include charges that are not directly related to cooling and heating will be reduced by the amounts for these charges.
- ✓ Charges incurred due to illegal activities, such as a worthless check or meter tampering, MAY NOT be paid with EHEAP funds.
- ✓ It is allowable to make several crisis benefit payments for a household to resolve a single crisis. This may include the purchase of blankets, portable fans, space heaters, and/or repair of existing heating/cooling equipment, in addition to energy bill assistance, that combined does not exceed the crisis assistance cap of \$5,000.
- ✓ Crisis situations that involve a heater or air conditioner that is powered by both gas and electricity are eligible for a crisis benefit payment to both home energy vendors.
- ✓ Allowable utility categories for heating/cooling bill assistance include the following:
 - Utility payments for heating/cooling bill assistance for electric, gas, propane, wood, coal, or refillable fuels;
 - Temporary emergency shelter (if needed due to energy-related crisis);
 - Payment to landlords (when utility costs are included in rent);
 - Repairs or replacements to heating/cooling units (as long as the amount is within the benefit limits and work is done by a licensed contractor);
 - Deposits to connect or restore energy;
 - Late fees, disconnect fees, and reconnect fees;
 - Charges from a previous account held by the applicant that is now closed;
 - Blankets and fans;
 - Taxes and fees associated with the client's utility bill towards the energy portion. In some cases, where the utility vendor combines all the other fees and taxes, which also includes non-home energy services, such taxes and fees can be paid with EHEAP funding. Example: In a case where

heating and cooling taxes are commingled with other service taxes, proceed with paying the taxes portion of the bill.

- Other allowable payments are those related to the start-up of services, including reasonable connection or reconnection fees, delivery fees, deposits, and other fees related to the start-up of service.

✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Eight: Weatherization Assistance Program (WAP) Referral

Complete Section Eight in its entirety.

Special notes:

- ✓ When determining the number of LIHEAP or EHEAP crisis benefits the applicant has had, you will include the current application in the count, provided the application is approved. Refer back to Section Seven, to the information obtained from the LIHEAP provider.

✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Nine: Resolution of Crisis

Complete Section Nine by selecting all that applies to this applicant and application for services.

Special notes:

- ✓ The left-hand selections indicate that the application has been acted upon within the 18-hour or 48-hour requirement.
- ✓ If the selection is made to deny the application pending additional information from the client, the 18-hour or 48-hour requirement has been met and does not repeat itself when the client returns with the pending information. You have already met the requirement.

✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Case Worker Signature

To complete this section, the individual who completes the EHEAP Eligibility Worksheet, determines income eligibility, and provides the commitment to the utility vendor must sign and complete the requested information.

Special note:

- ✓ If you are the applicant, or a friend, relative, or employee of the applicant, you cannot determine the eligibility or award EHEAP benefits. This application must be processed by someone who is not the applicant or a friend, relative, or employee of the applicant.

Approval Signature

To complete this section, the signer is attesting that he/she has reviewed the application for completeness, determined that all required documentation is included, and verified that the annual household income calculation and EHEAP benefit awarded are correct.

EHEAP CLIENT FILE CONTENT CHECKLIST

PROGRAM REQUIREMENTS MONITORED				Yes	No	N/A	COMMENTS
1.	Individual client file for the elder includes consumer's name, address, sex, and age.						
2.	Household contains a member 60 or older.						
3.	The household is in the Florida county covered by the contract.						
4.	All household members are listed and their name, age, DOB, and income(s) are included.						
5.	Client file contains documentation of Social Security numbers for all household members, or citation to the applicable exemption.						
6.	Client file contains signed notice regarding collection of social security number(s).						
7.	The client file contains official income documents for all household members and TANF, SSI, or SNAP documentation, if categorically eligible.						
8.	If income is self-declared, is there a self-declaration form signed by each individual household member (18 years of age or older) lacking income verification or claiming zero income?						
9.	The household's total gross income is calculated correctly and is at or below 150% of the OMB Federal Poverty Level for the household size, or the household is determined categorically eligible.						
10.	Statement of how basic living expenses (i.e., food, shelter and transportation) are being provided if total household income is less than 50% of the current Federal Poverty Guidelines and no one in the household is receiving SNAP assistance.						
11.	Checked that elder does not live in student dormitory, adult family care home, or any kind of group living facility.						
12.	Verified and documented household has not received LIHEAP Crisis Assistance during the same heating or cooling season.						
13.	Documentation of Weatherization Assistance Program (WAP) referral, if applicable.						
14.	Copies of fuel bills, or other supporting documentation as proof of energy crisis, for the residence in which they reside.						
15.	Signed copy of Authorization for Release of General and/or Confidential Information.						
16.	Only eligible components of the utility bill are paid to resolve the crisis.						
17.	Only the minimum necessary to resolve the crisis is paid. If a different amount is required by the utility company, provide additional information on the Eligibility Worksheet.						
18.	Crisis energy benefit was reduced by unallowable charges, such as: water, sewer, garbage, and fire, etc., if applicable.						
19.	Crisis energy benefit was reduced by energy subsidy, if applicable.						
20.	Energy crisis resolved within 18 or 48 hours by an eligible action.						
21.	Written notice of approval or denial for services that includes appeal procedures is issued within 15 working days of eligibility determination.						
22.	Appropriate benefit provided.						
23.	All required sections of the application are signed and dated by the elder, staff, and supervisory/peer PRIOR to payment.						
24.	Proof of payment to vendor.						
25.	Place completed DOEA Form 211 in client file.						

INSTRUCTIONS: A check mark in the Yes column indicates the requirement has been met. A check mark in the No column indicates the requirement has not been met or is questionable. Each "No" mark must be explained under "COMMENTS".

Supervisor/Peer Signature

Consumer File Monitoring Date

EHEAP COST REIMBURSEMENT SUMMARY

Contract # _____
Report Period: _____

Ck #, D.D., EFT = Check #, Direct Deposit or Electronic Funds Transfer

TOTAL	\$0.00
--------------	---------------

* Please write utility company acct #, purchase of blankets, portable heaters or fans, repairs of heating or cooling equipment.

ATTACHMENT XX

RECIPENT INFORMATION

FEDERAL YEAR: CONTRACT PERIOD: _____

I. PLANNING & SERVICE AREA:

II. CONTRACT NUMBER:

CONTRACT AMOUNT:

III. COUNTIES TO BE SERVED:

IV. GENERAL ADMINISTRATIVE INFORMATION

a. Recipient:

Recipient Address:

Telephone:

Fax:

Website:

b. Executive Director or Chief Administrator:

Telephone:

Email Address:

c. President/Chairman of the Board:

Name:

Address:

Telephone:

Fax:

Email Address:

d. Program Contacts:

Name:

Title:

Telephone:

Email Address:

Name:

Title:

Telephone:

Email Address:

e. Fiscal Contacts:

Name:

Title:

Telephone:

Email Address:

Name:

Title:

Telephone:

Email Address:

f. Person(s) authorized to sign reports and/or contracts:

g. Agency's FEID Number:

Agency's DUNS #

h. AUDIT DUE DATE: Audit(s) are due by the end of the Ninth month following the end of the agency's fiscal year.

Recipient Fiscal Year:

thru

Audit Due to Council:



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1798

Agenda Date: 4/25/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by Lighthouse Capital Partners, Inc. d/b/a Dixie Divers for the Annual Dixie Divers Pier Cleanup Special Event taking place at 200 NE 21st Avenue on June 17, 2023 from 5:00 a.m. to 3:00 p.m.; approving a waiver of fees for parking; and providing for an effective date. (Funds from Account #001-7015-579-10-02 - Special Events Overtime)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$1,573.75

Account Name: Special Events Overtime

Account Number: 001-7015-579-10-02

Background/History

Lighthouse Capital Partners, Inc. d/b/a Dixie Divers (the "Applicant") is requesting to bring back the Annual DX Divers Deerfield Beach Underwater Pier Cleanup in June. The cleanup serves as a way to promote safe diving and environmental consciousness through preservation.

Current Activity

Parks and Recreation staff received a special event application from the Applicant to host their annual Underwater Pier Cleanup at 200 NE 21st Avenue, on Saturday, June 17, 2023, from 5:00 a.m. to 3:00 p.m., and a night Dive Special Event taking place June 16, 2023. The Application is expecting 300+ attendees. The night event was denied by staff due to safety concerns.

As part of the application, the Applicant is requesting that the City waive parking fees in the Main Beach Parking Lot, along Ocean Way, and in the Pier Parking Lot on Saturday, June 17, 2023, for 85 parking spaces during the event from 6am to noon. Five spaces in the Pier Parking Lot will be closed until 3pm to facilitate breakdown. The estimated total cost of parking is \$876.75 (collectively, the "Parking Fees"). The International Fishing Pier will also need to be closed until noon for the event. The potential estimated loss in revenue for the event totals \$1,573.75. A tabulation of the calculation is provided below:

-Pier Closure

Date: 6/17/2023

Time: 6:00 am-12:00 pm

Total: \$697

-Main Beach Parking Lot (75 Spaces)

Date:6/17/2023

Time:6:00 am-12:00 pm

Rate:\$1.67hr

Total: \$751.50

-Ocean Way (5 Spaces)

Date:6/17/2023

Time:6:00 am-12:00 pm

Rate:\$1.67/hr

Total: \$50.10

-Pier Parking Lot (5 Spaces)

Date:6/17/2023

Time:6:00 am-3:00 pm

Rate:\$1.67/hr

Total: \$75.15

Total: \$1,573.75.

Staff recommends approval of the June 17th event, and a waiver of the associated parking fees and loss of revenue for pier closure. All other fees associated with the event will be the applicant's responsibility. Staff has administratively denied the June 16th night event due to safety concerns and has already informed the applicant.

Recommendation

Staff recommends approval of the June 17th event, and a waiver of the associated parking fees and loss of revenue for pier closure. All other fees associated with the event will be the applicant's responsibility. (The June 16th night event was denied by staff and is not included in the Commission's approval request).

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SPECIAL EVENT PERMIT APPLICATION SUBMITTED BY LIGHTHOUSE CAPITAL PARTNERS, INC. D/B/A DIXIE DIVERS FOR THE ANNUAL DIXIE DIVERS PIER CLEANUP SPECIAL EVENT TAKING PLACE AT 200 NE 21ST AVENUE ON JUNE 17, 2023 FROM 5:00 A.M. TO 3:00 P.M.; APPROVING A WAIVER OF FEES FOR PARKING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Lighthouse Capital Partners, Inc. d/b/a Dixie Divers (the “Applicant”) intends to hold an Underwater Pier Clean Up event on June 17, 2023 from 5:00 a.m. to 3:00 p.m. at 200 NE 21st Avenue (the “Event”) in the City of Deerfield Beach (the “City”); and

WHEREAS, the Event will consist of volunteers participating in a pier cleanup, including volunteers diving to cleanup under the pier; and

WHEREAS, the Applicant is requesting a waiver of fees for a total of 85 parking spaces located in the Main Beach Parking Lot, the Pier Parking Lot, and along Ocean Way on June 17, 2023, for a total amount of \$1,573.75 (collectively, the “Parking Fees”); and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Application for the Event, including the waiver of the Parking Fees, subject to the Applicant’s compliance with all applicable federal, state, and local laws.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission of the City of Deerfield Beach hereby approves the Application for the Event, including the waiver of the Parking Fees, subject to Applicant’s compliance with all applicable federal, state, and local laws, including compliance with the City’s special event regulations and submission of the required proof of insurance and agreement to indemnify, defend and hold the City harmless from claims related to the Event.

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



SPECIAL EVENT APPLICATION

Application Information

Organization Name:	Lighthouse Capital Partners (DBA: Dixie Divers)			Today's Date:	2/8/2022	
Contact Name:	Dixie Divers (Michelle Day)			Email Address:	michelle@dixiedivers.com	
Contact Phone (Home):	954 420-0009			Contact Phone (Cell):	954 540-2999	
Address:	455 South Federal Highway				Fax:	
City:	Deerfield Beach		State:	Florida	Zip Code:	33441
Is this Organization ☒ For Profit ☐ Nonprofit*						
*If Nonprofit, please include a copy of the IRS 501(c) tax exemption letter.						

Event Information

Name of Event:	Annual DX Divers Deerfield Beach Underwater Pier Cleanup			Event Date:	June 16-17 2023	
Event Address:	Deerfield Beach International Pier, 200 NE 21 st Ave.			City:	Deerfield Beach	
State:	Florida	Zip Code:	33441	Event Category:	N/A	
Purpose of Event:	Promote safe diving and environmental consciousness through preservation. Getting the community involved in a cleanup action, by removing old lead and Mono-filament under the pier left by fishermen. Promoting a fun and healthy activity involving different aged participation in a single community action.					
Description of Event:	Staff Tour Friday night 16 June, as night dive. Saturday 8:00AM - 11:00 AM diving under the pier for the cleanup with volunteers diving, snorkeling and also Description of Event: helping on top of the pier, cleaning and collecting buckets of trash					
	Date	Day	Start Time	End Time	Anticipated Attendance	
Setup	June 16 2023	Friday	6:30 PM	9:00 PM	25+	
Event Day 1	June 17 2023	Saturday	5:00 AM	3:00 PM	300+	
Event Day 2						
Event Day 3						
Break Down						
# of years event has been in existence?	16-20		Past Attendance:	756		
Previous Location(s):	Deerfield Beach International Pier					
Property Owner's Permission						
I, the undersigned as owner of the property where the event will be located, do hereby grant permission for use of my property for the event described above. City property exempt (no signature necessary).						
Signature of Property Owner:			Date:		Phone:	
Printed name of Property Owner:						

Event Information (Continued from page 1)	Will you require the use of a City park? If yes, please select park.		N/A		
	Will your event require the use of the beach?		☒ Yes ☐ No		
	Nol if yes, please make sure to follow the Special Events Permit Conditions for Marine Turtle Guidelines. Will your event need additional sanitation supplies?		☐ Yes ☒ No		
	Will you require the use of additional City staff/equipment?		☐ Yes ☒ No		
	Will you require parking spaces in Main Beach Parking Lot?		☒ Yes ☐ No		
	If yes, how many spaces are you requesting?		75		
	Will you require parking spaces along Ocean Way?		☒ Yes ☐ No		
	If yes, how many spaces are you requesting?		5		
	Will you require parking spaces at the Pier Parking Lot?		☒ Yes ☐ No		
	If yes, how many space are you requesting?		5		
Will your event require use of the City Showmobile?*		☐ Yes ☒ No			
*A Showmobile Application must be filled out & submitted if using the City Showmobile.					
Are you requesting any of the above fees to be waived by the city?		☒ Yes ☐ No			
If yes, what fees are you requesting waived?		Parking Fees			
All waiver of fee requests below must be approved by the City Commission.					
Vendor Information	Will your event be serving food? ☐ Yes ☒ No		Number of Food Vendors: N/A		
	Where will the food be prepared?		Method used for cooking:		
	Vendor list provided to the City?		☐ Yes ☐ No		
Food vendors have all permits/licenses required?		☐ Yes ☐ No			
Additional BSO/Building Requirements	Number of other vendors:		Vendor list provided to the City?		
			☐ Yes ☐ No		
	Will there be alcohol at this event? (Must be approved by City Commission)		☐ Yes ☐ No		
	If yes, has liquor license been issued?		☐ Yes ☐ No		
	If you answer yes to any of the below questions, a permit may be required				
	Will you be using any tents for your event?		☒ Yes ☐ No		
	Tent Size	# of Tents	Tent Location		
	10 X 10	15	On beach near pier		
	Please note: If using tents on City property, the tents must be weighted. Stakes are prohibited				
	Will you be using a stage for your event?		☐ Yes ☒ No		
Will your event require electricity?		☐ Yes ☒ No			
Type of electrical power to be used		Generator			
Will a generator be used? ☒ Yes ☐ No		Size of Generator: Under 5 KW (5,000 Watts)			
***A generator over 5KW/5000 Watts will require an additional permit.					
Will gas equipment be used?		☐ Yes ☒ No			
Type of fuel source:					

Additional BSO/Building Requirements (Continued from page 2)	Will cooking equipment be used? ☐ Yes ☐ No												
	Type of cooking equipment (check all that apply): ☐ Charcoal Grills ☐ Food Trucks ☐ Fryers ☐ Propane Grills ☐ Warmers/Sternos												
	Will the event include amusement rides, inflatables or children's games? ☐ Yes ☒ No												
	Type of amusement ride: N/A												
	Will the event include the use of fireworks or other pyrotechnics? (describe below) ☐ Yes ☒ No												
	Are you requesting any roads to be closed? (Please Note: If yes, please complete the City of Deerfield Beach Temporary Road Closure Request.) ☐ Yes ☒ No ***If closing FDOT roads, approval of the City Commission is required.												
	Will you be using a licensed professional security company to provide security services for your event? ☐ Yes ☐ No												
Company Name: 		Contact Person: 											
Contact Number: 		Will safety equipment be used? ☐ Yes ☐ No											
Promotion Materials	Is your event listed on the web? ☒ Yes ☐ No		URL: dxdivers.com/pages/annual-dxdivers-deerfield-beach-underwater-pier-clean-up										
	How do you plan on marketing your event? (select all that apply)												
	☒ Outdoor Banners ☐ Radio Ads ☐ Mailings ☒ Newspaper Ads ☒ Outdoor Signs ☐ TV Ads ☒ Flyers ☒ Other												
	Promotional Signs/Banners:												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Location:</th> <th style="width: 20%;">Size:</th> <th style="width: 30%;">Description:</th> </tr> </thead> <tbody> <tr> <td>One will be on Deerfield Pier on the day of event</td> <td></td> <td></td> </tr> <tr> <td>Others will be at Dixie Diver's Shop</td> <td></td> <td></td> </tr> </tbody> </table>		Location:	Size:	Description:	One will be on Deerfield Pier on the day of event			Others will be at Dixie Diver's Shop				
Location:	Size:	Description:											
One will be on Deerfield Pier on the day of event													
Others will be at Dixie Diver's Shop													
Directional Signs:													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Location:</th> <th style="width: 20%;">Size:</th> <th style="width: 30%;">Description:</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>		Location:	Size:	Description:									
Location:	Size:	Description:											
Event Entertainment	Will the event have entertainment? ☐ Yes ☒ No												
	Will amplified sound equipment be used? ☐ Yes ☒ No												
	Will musical entertainment be used? ☐ Yes ☒ No												
	Please describe any type of entertainment and sound equipment below: 												
Miscellaneous	Are you charging a fee for the event? ☒ Yes ☐ No												
	How are the proceeds being used? For participant raffle prizes and event shirt costs												
	Name of benefiting organization: 												
	Contact Person: Michelle C. Day	Contact Phone Number: 954 540-2999											



HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Lighthouse Capital Partners (DBA: Dixie Divers) (insert official name of vendor), hereinafter referred to as 'Vendor', agrees through the signing of this document by an authorized party, intending to be legally bound for themselves and their heirs, executors and administrators, covenants and agrees to Indemnify and Hold Harmless and defend the City of Deerfield Beach, the elected and appointed officials of the City of Deerfield Beach, the City Manager, department heads, division heads, supervisors and employees of the foregoing, and their heirs, representatives, successors, executors, administrators and assigns from and against any and all suits and actions including attorneys fees and all costs of litigation and judgments, claims for damages or injuries, including death, to persons or property of whatever kind or character, whether real, personal or mixed, asserted or occurring from every name and description arising out of or incidental to the Vendor's activity at the City of Deerfield Beach, Florida, (describe activity) whether or not due to or caused by the negligence of the City of Deerfield Beach, excluding only the sole negligence of the City of Deerfield Beach. This provision shall also pertain to any claims against the City of Deerfield Beach by any employee of Vendor or anyone directly or indirectly employed by Vendor.

This 20 day of March, of 2023

Michelle C Day

Applicant Signature

Michelle C. Day

Print Name

CEO

Title

Witnesses

WA Russell

Signature

William A. Russell

Print Name

2/20/23

Date

Please submit completed application to the Community Events and Outreach Division located at the City of Deerfield Beach, 401A SW 4th St., Deerfield Beach, FL 33441 or fax to 954-480-4393.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Jun-30-2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DAN Services Inc 6 W Colony Place Durham, NC, 27705	CONTACT NAME: Rochelle Wright	FAX (A/C, No): 919-490-2935
	PHONE (A/C, No, Ext): 919-490-2934	E-MAIL ADDRESS: liabilityinsurance@dan.org
INSURED Lighthouse Capital Partners 455 S FEDERAL HWY DEERFIELD BEACH, FL 33441 US	INSURER(S) AFFORDING COVERAGE	
	INSURER A: DAN Risk Retention Group	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
		NAIC # 15928

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			GL109-120172	Jun-30-2022	Jun-30-2023	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	Y					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 1,000,000
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	☐ AUTOS ONLY							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	☐ OCCUR ☐ CLAIMS-MADE							\$
	DED		RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City Department township of Deerfield Beach 150 NE 2nd Ave Deerfield Beach, FL 33441 United States	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.



Debris Sorting

Tent Locations



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1800

Agenda Date: 4/25/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of a community participation grant to Deerfield Beach Little League, Inc. in the amount of \$18,000 and use of city facilities to support youth baseball programs within the City; authorizing execution of a Facility Use and Grant Agreement; providing for severability and an effective date. (Funds from Account #001-7025-572-39-14 - Athletic Program Supplement)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$18,000

Account Name: Athletic Program Supplement

Account Number: 001-7025-572-39-14

Background/History

Deerfield Beach Little League, Inc. (the "Little League") is a not-for-profit corporation that provides youth baseball programs for youth ages 3 to 15 years old (the "Youth Baseball Programs"). The City owns and operates certain facilities that are suitable for use by the Little League for its youth baseball programs (the "Youth Programs"). On June 7, 2022, the City and the League entered into a Facility Use and Grant Agreement to provide for the Little League's use of certain City facilities and provide for a \$18,000 grant to the Little League to support Youth Programs within the City. That Grant Agreement has expired. The conditions of the grant include, certificate of IRS W-9, Certificate of Insurance, proposed itemized budget, board of directors, article of incorporation and entity name. Little League Baseball Inc. is currently in compliance with all terms of the grant.

Current Activity

The funding for the little league for FY 2023 was approved in the budget, and they are currently operating in the spring season.

Recommendation

Staff recommends approval of a new Facility Use and Grant Agreement with the Little League, and approving \$18,000 in grant funds to support Little League's operation of fall and spring baseball and softball.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF A COMMUNITY PARTICIPATION GRANT TO DEERFIELD BEACH LITTLE LEAGUE, INC. IN THE AMOUNT OF \$18,000 AND USE OF CITY FACILITIES TO SUPPORT YOUTH BASEBALL PROGRAMS WITHIN THE CITY; AUTHORIZING EXECUTION OF A FACILITY USE AND GRANT AGREEMENT; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) believes that charitable and public purpose organizations contribute to the public welfare of the community and should be supported by the City financially to the extent these organizations assist the City in serving a valid public purpose; and

WHEREAS, Resolution 2020/115 authorizes the City Commission to make financial contributions to local charitable and public purpose organizations through a Community Participation Grant program (the “CPG Program”) and provides guidelines for applying for and approval of such grants, including the authorization of City staff to review grant applications and make a funding allocation recommendation to the City Commission; and

WHEREAS, Deerfield Beach Little League, Inc. (the “Little League”) is a Florida not-for-profit corporation that provides youth baseball programs for youth ages 3 to 15 years old; and

WHEREAS, on March 31, 2023, the Little League applied for a Community Participation Grant for fiscal year 2023 in the amount of \$18,000.00 (the “Grant”) to support youth baseball programs within the City; and

WHEREAS, the City owns and operates certain facilities that are suitable for use by the Little League for its youth baseball programs (the “Youth Programs”); and

WHEREAS, the Little League has requested the use of the Middle School Athletic Complex, Pioneer Park, Oveta McKeithen Recreational Complex, Quiet Waters Elementary School Field, and Deerfield Beach High School to conduct its Youth Programs within the City of Deerfield Beach (the “Facility Use”); and

WHEREAS, City staff recommends approving the Grant and Facility Use, and a Facility Use and Grant Agreement with the Little League, attached as Exhibit “1” (the “Agreement”), to support the Youth Programs within the City; and

WHEREAS, the Grant shall be subject to the terms and conditions set forth in Resolution 2020/115, and the terms of the Agreement between the City and the Little League; and

WHEREAS, the City Commission finds that it is in the best interest of the City to authorize and approve the Facility Use, award the \$18,000 grant to the Little League to support the Youth Programs, and authorize execution of the Agreement with the Little League, attached as Exhibit “1”.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby authorizes and approves the Facility Use by the Little League for the Youth Programs subject to the terms of the Agreement.

Section 3. The City Commission finds that the Grant to the Little League in the amount of \$18,000 in accordance with the terms of the Agreement serves a valid public purpose and services the public interests of the citizens of the City and is hereby approved.

Section 4. The City Commission hereby approves the Agreement with the Little League, attached as Exhibit “1.”

Section 5. The City Manager is hereby authorized to execute the Agreement with the Little League, attached as Exhibit “1,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 6. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 7. Should any section, provision or word of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

Section 8. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**FACILITY USE AND GRANT AGREEMENT
BETWEEN THE CITY OF DEERFIELD BEACH
AND DEERFIELD BEACH LITTLE LEAGUE**

This Agreement (the "Agreement") is made and entered into this ____ day of _____, 2023, between the City of Deerfield Beach, Florida, (the "CITY"), and Deerfield Beach Little League, Inc. (the "LICENSEE").

WHEREAS, LICENSEE is a Florida not-for-profit corporation that provides youth baseball programs for youth ages 3 to 15 years old; and

WHEREAS, the CITY owns and operates the athletic facilities, which are suitable for use by the LICENSEE for its Youth Baseball Programs (the "Youth Programs"); and

WHEREAS, LICENSEE desires to obtain a non-exclusive license to use areas of the athletic facilities approved by the CITY set forth in the attached Exhibit "A" (the "Permitted Area") to administer LICENSEE's baseball programs, games, and events (the "Athletic Events"); and

WHEREAS, LICENSEE has submitted a grant application and budget proposal to the CITY for Fiscal Year 2023 and has requested \$18,000 in funding to support the Youth Programs at the Permitted Area, subject to all applicable conditions set forth in Resolution 2020/115, which are incorporated herein; and

WHEREAS, the CITY agrees to permit LICENSEE to conduct LICENSEE's Youth Programs at the Permitted Area and to provide grant funding to support the Youth Programs at the Permitted Area, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, CITY and LICENSEE do hereby agree as follows:

Section 1. Recitals. The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are incorporated herein.

Section 2. Scope of Work. LICENSEE shall administer the Youth Programs for the 2023 season at the Permitted Area in accordance with the Scope of Services, attached as Exhibit "A", and the terms and conditions of this Agreement.

Section 3. Term. This Agreement shall take effect upon the date of execution by the parties and shall continue until December 31, 2023 (the "Term"), unless terminated as permitted herein. This Agreement may be renewed for two additional one year terms concluding December 31, 2024 and December 31, 2025, respectively, by the City Manager prior to the end of the then existing term, upon mutual written agreement by the parties.

If the parties agree to exercise the option to renew this Agreement, pursuant to Resolution 2020/115, LICENSEE is required to submit a new grant application to obtain funding for each new fiscal year.

Section 4. Licensee's Responsibilities.

- a. *Security Deposit.* Upon execution of this Agreement and prior to conducting any Athletic Events at the Permitted Area, LICENSEE shall pay a \$500.00 security deposit to the City.
- b. *Non-profit Status.* Upon execution of this Agreement, LICENSEE shall provide the City with a copy of LICENSEE's non-profit corporate status and any reasonable supporting documentation that may be requested by the CITY to verify such status.
- c. *Coaching Certifications.* Prior to the first official game of each season of each Youth Program, LICENSEE shall provide the CITY with (i) copies of the certifications required by their respective league for each individual that will be providing coaching services, or (ii) a certified letter by the President of the respective Youth Program league stating the names of the league's certified volunteers.
- d. *Scheduling.* LICENSEE shall provide a schedule of practices, games, meetings and events to the CITY no later than one month before the start of the season, based on availability of CITY fields. The LICENSEE must attain from the CITY, a facility use permit (at no additional cost) for all scheduled activity. Any and all amendments to original schedule must be submitted in writing five (5) business days prior to actual rescheduled practices, meetings, games or events to the Parks & Recreation Director or designee. It is understood by LICENSEE that it is one of many users of the park facility and that the CITY may not in all cases be able to permit the exclusive use of the park at all the times desired by LICENSEE.

LICENSEE acknowledges that all CITY-run programs and functions take priority over scheduling of all other outside programming. All meetings and registrations that take place in the Permitted Area must be approved by the CITY a minimum of two weeks prior to the event. All Licensee activities must fall within the Permitted Area's normal operating hours, unless approved by the Parks and Recreation Director in writing.

- e. *Rosters.* LICENSEE shall provide a set of initial rosters to the City one (1) week prior to the start of scheduled games for each Youth Program. LICENSEE will provide final rosters to the CITY at the midpoint (middle of game schedule) of the season.
- f. *Financials and Tax Return.* LICENSEE shall submit Audited Financials in

accordance with the conditions set forth in Exhibit A to Resolution 2020/115 .

- g. *Damage to Facilities.* LICENSEE recognizes that the Permitted Area is a community focal point that the CITY wishes to maintain in pristine conditions. LICENSEE agrees it will take no action that would cause damage to the Permitted Area. In this regard, LICENSEE agrees not to cause damage to the landscaping or foliage to the Permitted Area. LICENSEE shall not cause any litter or debris to be left on the Permitted Area. Moreover, LICENSEE shall ensure that there shall be no consumption of alcoholic beverages or illicit drugs in the Permitted Area. LICENSEE agrees to a fine of \$100 per violation, if there is a violation of the aforementioned provision, which amounts may be deducted from any funds to be provided to LICENSEE by the CITY, if any. If there are conditions that occur during the Athletic Events that require an adjustment of security deposit returned at the conclusion of the Athletic Events, LICENSEE shall pay any overages of fees within ten (10) days of the conclusion of the Athletic Events.
- h. *Clean-up of Permitted Areas.* Immediately after each Athletic Event, the LICENSEE shall be responsible for cleaning all ball fields and facility areas used during the administration of any Athletic Events, including, but not limited to cleaning all fields, recreational buildings, dugouts, fence lines, and playground areas. LICENSEE furthers agrees to ensure that all trash will be placed in CITY receptacles. LICENSEE agrees to a fine of \$100 per violation for failure to adhere to this subsection, which amounts may be deducted from any funds to be provided to Licensee by the CITY. A representative of the CITY may inspect and document the condition of the Permitted Area the day of or the day after an Athletic Event, and may take photographs of the Permitted Area. LICENSEE, at the conclusion of the Athletic Events, must restore the site to a condition equal to that existing on the day prior to the Athletic Events. LICENSEE shall pay all costs for the repair and replacement of CITY property that occurs during the Athletic Events.
- i. *Emergency Access and Dangerous Conditions.* LICENSEE agrees to provide all emergency access required by the CITY and its employees for the safety and welfare of the community and those attending the Athletic Events, and proper entrances into any gates that are locked. If, in the course of LICENSEE's operations, CITY or its officers, agents and employees become aware of any condition in or about the Permitted Area which may be dangerous, LICENSEE shall immediately correct such condition or cease operations upon being notified so as not to endanger persons or property.

Section 5. Background Checks. LICENSEE shall comply with the CITY's Sports Volunteer Background Screening Policy, Section 50-80 of the City Code, as such policy may be amended from time to time (the "Policy").

- a. LICENSEE shall be required to perform a Level II background check on all of LICENSEE's board members and volunteers and LICENSEE's employees coaches, agents, and other volunteers who may utilize City Recreational

Facilities and have direct contact with youth sports participants (each is a "Volunteer") and the results of such background checks shall be provided to the CITY prior to any Volunteer utilizing City Recreational Facilities for youth sports. CITY agrees to pay for the required background checks during the Term of this Agreement.

- b. Level II Background checks for all Volunteers shall be conducted on an annual basis for each year of this Agreement. Volunteers shall be prohibited from participating in youth sports at any City Recreational Facilities or in any of the Youth Programs within the CITY in the event: (i) they have not had a current Level II background check conducted, or (ii) the results of their Level II background check reveal any of the disqualification factors set forth in the Policy, unless and until such Volunteer successfully appeals the disqualification in accordance with the Policy.
- c. By signing this Agreement, LICENSEE acknowledges that LICENSEE has read and understands the Policy and agrees to abide by the background screening qualification standards set forth in the Policy with respect to LICENSEE's Volunteers. Further, LICENSEE agrees to provide written notice to the CITY immediately upon LICENSEE's knowledge of any occurrence that, under the Policy, would disqualify any Volunteer. The CITY shall have the right to immediately terminate this Agreement upon written notice to LICENSEE if LICENSEE fails to abide by the Policy.
- d. *Affidavit.* LICENSEE shall be required to submit an affidavit on a form provided by or approved by the CITY certifying that the youth sports organization will not use any Volunteer who has direct contact with youth sports participants who has failed the background check based upon the criteria set forth in Section 50-80 of the City Code or Section 943.0438, Fla. Stat., as may be amended from time to time. Such affidavit shall be submitted to the City Manager or designee prior to conducting any youth sports activity under this Agreement.

Section 6. Insurance and Indemnification.

- a. *Insurance.* LICENSEE shall provide the CITY with a copy of LICENSEE's liability insurance upon execution of this Agreement and prior to any Athletic Event taking place. LICENSEE shall maintain no less than the following amounts of insurance:

(1) Comprehensive general liability	\$1,000,000
(2) Property damage	\$1,000,000
(3) Automotive liability	\$1,000,000
(4) Worker's compensation	statutory requirement

The general liability and property damage insurance shall, at a minimum, cover the coaches and the youth participants who are participating in any Youth Program or Athletic Event.

Each policy shall name the CITY as an additional insured and the LICENSEE shall deliver to the CITY a copy of the certificate of insurance evidencing the existence of the policies. Each certificate shall provide that the CITY will be afforded 30-day prior written notice of cancellation of any of the policies for any reason. The insurance shall only be written by companies rated B+ or higher, according to the most recent issue of Best Insurance Rating Guide. The certificate shall be submitted with a cover letter addressed to the CITY from the LICENSEE's insurance agent or agents stating that they have read the provisions of this section and that the insurance provided meets the minimum requirements of this section.

The insurance shall contain the following endorsement:

In addition to the coverage stated in the body of the policy, the policy shall indemnify and hold harmless the CITY, its officers, agents and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000.00 for each occurrence and for all damages to the property of others in and up to the amount of \$1,000,000.00 for each, including costs of investigation, all expenses of litigation, including reasonable attorney's fees and the cost of appeals arising out of any claims or suits because of any and all acts or omission or commission by the LICENSEE, its agents, servants, or employees, or through the mere existence of the project under contract.

All policies shall be on an occurrence basis rather than a claims-made basis.

The CITY reserves the right to require additional insurance coverage, including but not limited to improper sexual conduct and physical abuse liability coverage, and to adjust minimum insurance coverage requirements based on the programs and activities of the LICENSEE.

- b. The LICENSEE shall be responsible to the CITY for the acts and omissions of any subcontractor(s) or person(s) employed by Licensee or Volunteers or any other person authorized by the LICENSEE to participate in the Programs.
- c. *Indemnification.* In addition to the insurance to be provided, LICENSEE agrees to indemnify, defend and hold the CITY, including CITY's officers, agents and employees, harmless against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) and causes of action of any kind of nature whatsoever arising from the acts, omissions or negligence of the LICENSEE, or its officers, agents, Volunteers, or employees, or LICENSEE's use and occupancy of any City Recreational Facilities or any breach of this Agreement, including through all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against CITY in any such suit or action. Nothing contained in this Agreement is intended or shall be construed to waive CITY's rights and immunities under the common law or Section 768.28,

Florida Statutes.

Section 7. Compliance with Applicable Laws and Policies.

- a. In the conduct of its activities under this Agreement, LICENSEE shall comply in all material respects with all applicable federal, state, and local laws and regulations, as amended from time to time. LICENSEE shall obtain at its own expense all required licenses and permits for participation in the Athletic Events.
- b. LICENSEE will abide by all Parks and Recreation Department Rules, Regulations, and Policies, including the Recreation Facility Use and Sports Policy and such regulations set forth by City ordinance, City resolution, and Chapter 50 of the City Code, all as may be amended from time to time, and which are incorporated herein by this reference. If LICENSEE violates any of the aforementioned provisions, LICENSEE agrees to a fine of \$100 per violation, or such fine amount as stated by the applicable ordinance, whichever is greater.
- c. LICENSEE agrees that should LICENSEE not comply with any provision in this Agreement, LICENSEE may not be permitted to participate in subsequent Athletic Events. The determination of compliance with the provisions in this Agreement shall be in the sole discretion of the CITY.

Section 8. Vending. The CITY agrees that LICENSEE will be the sole authorized vendor for food and beverages in the park during LICENSEE's authorized activities, with the exception of one additional properly permitted vendor authorized by the CITY in the CITY's sole discretion.

Section 9. Police Services Requirements. LICENSEE shall provide and pay for at least two deputies who shall be present at all home games at the Permitted Area from the start of the opening game until the end of the final game. LICENSEE must request and pay for the required number of deputies through the Broward Sheriff's Office ("BSO"). LICENSEE must comply with any additional police provisions in accordance with applicable league bylaws and BSO policies. The Broward Sheriff's Office, at its discretion, may require additional deputies.

Section 10. Storage. The storage of equipment (uniforms, bats, baseballs, etc.) belonging to LICENSEE on park grounds or in buildings is strictly prohibited, except in the existing areas described in the attached Exhibit "B" (the "Storage Areas"). All stored items are subject to the approval of the Parks and Recreation Director or designee. The LICENSEE agrees to be solely responsible for LICENSEE's items stored on City property and LICENSEE shall indemnify and hold the CITY harmless against any and all costs, damages, claims and expenses (including reasonable attorney's fees) arising in any manner from LICENSEE's storage of any equipment or materials on any CITY property, including but not limited to the Permitted Area and Storage Areas.

Section 11. City Funding. The CITY agrees to provide LICENSEE with grant funds in an amount not to exceed \$18,000.00 to be used by LICENSEE to pay for uniforms, equipment, league dues and/or insurance ("Permitted Uses") to support LICENSEE's Youth Programs at the Permitted Area during the Term (the "Grant Funds"). In order to receive any of the Grant Funds, LICENSEE shall make a written request to the CITY for a particular expenditure that details the specific items to be purchased, the anticipated amount of such purchase and any additional information reasonably requested by the CITY. If the request is consistent with this Agreement, the CITY shall have the option, in the CITY's sole discretion, to make the purchase directly or reimburse LICENSEE for such expenditure. Any additional funding requests above the \$18,000.00 Grant Funds amount, or any requests to use any portion of the \$18,000.00 Grant Funds for a purpose other than the Permitted Uses, must be approved by City Commission. Based upon this funding, LICENSEE shall provide such financial information related to LICENSEE as provided for in CITY rules and regulations or as may be requested by the City Manager or designee. LICENSEE agrees to submit a budget to the CITY with details on anticipated revenues and expenditures for the Youth Programs.

Section 12. Termination. This Agreement may be terminated by LICENSEE upon thirty days written notice to the CITY of such termination in which event LICENSEE shall not be entitled to any additional Grant Funds. The CITY shall have the right in its sole discretion to terminate this Agreement without cause by giving seven days' notice to LICENSEE. If the CITY elects to terminate this Agreement without cause, the CITY shall return any unused portion of any security deposit paid by LICENSEE, unless it is necessary to be retained by the CITY to address unpaid fine violations or damages caused to any City Recreational Facilities or fields by LICENSEE.

This Agreement may be terminated by the CITY for cause if the LICENSEE is in breach of this Agreement and fails to correct the breach within ten days from the date of written notice from the CITY identifying the breach. Upon receipt of such notice, and unless otherwise directed by the CITY in writing, LICENSEE shall immediately cease all activities that may cause additional CITY Grant Funds to be spent. In the event this Agreement is terminated for cause by the CITY, LICENSEE shall immediately return such portion of the Grant Funds that have not been expended in accordance with this Agreement.

Section 13. Audit Rights and Retention of Records.

A. During the Term of this Agreement and for three (3) years following the Agreement's expiration, the CITY shall have the right to audit the books, records, and accounts of the LICENSEE and its subcontractors that are related to this Agreement or the expenditure of Grant Funds. The LICENSEE and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Scope of Services. All books, records, and accounts of the LICENSEE and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, the

LICENSEE or its subcontractors, as applicable, shall make same available at no cost to the CITY in written form.

B. The LICENSEE and its subcontractors shall preserve and make available, at reasonable times for examination and audit by the CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time but, in any event, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the CITY to be applicable to the LICENSEE's and its subcontractors' records, the LICENSEE and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the LICENSEE or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the CITY's disallowance and recovery of any payment upon such entry.

Section 14. Coordination of Services. The CITY's primary representative/liaison during the performance of this Agreement shall be the Director of Parks and Recreation or Designee.

Section 15. City Reservation of Rights. The CITY reserves the right to order any participant or coach who is deemed by the CITY, in its discretion, to be a threat to any participant or the public or park property or who flagrantly violates City policies, rules or regulations relating to park usage to leave City grounds.

Section 16. Notices. Any notices or documents required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, registered mail, return receipt requested, addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other addresses as they have theretofore specified by written notice delivered in accordance herewith:

City of Deerfield Beach:	David Santucci City Manager 150 NE 2 nd St. Deerfield Beach, FL 33441
--------------------------	---

With a copy to: Anthony Soroka
City Attorney
2255 Glades Road, Suite 200-E
Boca Raton, FL 33431

Licensee: Todd Wahlers
President
4568 SW14th Street
Deerfield Beach, FL 33442

Section 16. No Leasehold. LICENSEE and CITY intend that this Agreement shall be a license and privilege, and that no leasehold or other interest in the land or Permitted Areas is conferred upon the user under the provisions of this Agreement. LICENSEE uses the Property in an “as is” condition.

Section 17. Public Records. LICENSEE shall comply with Chapter 119, Fla. Stat., Florida’s Public Records Law. Specifically, LICENSEE shall:

1. Keep and maintain public records required by the CITY to perform the Programs.
2. Upon request from the CITY’s custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the Term and following completion of the Agreement if the LICENSEE does not transfer the records to the public agency.
4. At the end of the Term, transfer, at no cost, to the CITY all public records in possession of the LICENSEE or keep and maintain public records required by the CITY to perform the service. If the LICENSEE transfers all public records to the CITY at the end of the Term, the LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LICENSEE keeps and maintains public records at the end of the Term, the LICENSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY’S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC

RECORDS AT (954) 480-4213, WEB.CLERK@DEERFIELD-BEACH.COM, OR 150 NE 2nd AVE. DEERFIELD BEACH, FL 33441.

Section 18. Miscellaneous.

- a) **Entire Agreement.** The parties agree that this is the entire Agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties.
- b) **Severability.** If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of the Agreement or portions thereof, shall not be affected and shall remain in full force and effect.
- c) **Waiver.** The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of by that party.
- d) **Governing Law.** The validity of this Agreement and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under or pursuant to this Agreement shall be in Broward County, in the State of Florida.
- e) **Binding Effect.** All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.
- f) **Captions and Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.
- g) **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the party's further intention that this Agreement be construed liberally to achieve its intent.
- h) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- i) **Assignability.** This Agreement is not assignable.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized agents and representatives with all the formalities required by law on the day and year first written above.

CITY

ATTEST:

CITY OF DEERFIELD BEACH,
FLORIDA, a municipal corporation of
the State of Florida.

Heather Montemayor, City Clerk

David Santucci, City Manager

Approved as to form and legal sufficiency for the
use of and reliance by the City of Deerfield Beach
only:

Anthony Soroka, City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.

Deerfield Beach Little League, a Florida not for
profit corporation.

WITNESS:

By: _____
Todd Wahlers, President

(CORPORATE SEAL)

EXHIBIT “A”

SCOPE OF SERVICES

Providing the opportunity to participate in baseball and softball to all children in the community. Create a youth baseball and/or softball program built on life lessons, socialization, and sportsmanship that benefits all of the children and the adult volunteers in the community. Promote, develop, supervise, and through proper guidance and exemplary leadership, the Little League program assists children in developing the qualities of citizenship, discipline, teamwork and physical well-being.

Typical Little League Season:

Field Times: Nightly games beginning at 6:00 PM-6:30 PM and a (no new inning curfew after 9:30 PM) Lights and Park will be closed no later than 10:00 PM.

Saturday: Games beginning at 9:00 AM to 4:00 AM unless special permission granted by Parks and Recreation Department for example Opening Day or Tournaments etc.

Registration in January, with a full day Saturday, that would involve usage of two fields for evaluations to level teams and assist with drafting in accordance with Little League Procedures.

Field Availability to begin in February at the various parks to begin practicing for season.

Opening Day last weekend in February or 1st weekend in March, to allow for an 18-20 game schedules depending on number of teams.

Regular Season from March to August including playoffs and Tournaments.

In addition to Spring Baseball, Little League will operate Fall Baseball and Softball.

Field Times: Week night games beginning at 6:00pm (no new inning curfew after 9:30pm)

Lights and Park will be closed no later than 10:00pm. Saturday games beginning at 9:00am to 4:00pm, unless special permission is granted by Parks and Recreation Department.

Registration will begin in July with field availability beginning in August at the Middle School Athletics Complex. Little League will be responsible for registration.

The season will run from August to October to include practice, regular season and playoffs.

Permitted Areas

Middle School Athletic Complex
501 SE 6th Avenue
Deerfield Beach, FL 33441

Pioneer Park
222 NE 2nd Avenue
Deerfield Beach, FL 33441

Oveta McKeithen Recreational Complex
445 SW 2nd Street
Deerfield Beach, FL 33441

Quiet Waters Elementary School Field
4150 West Hillsboro Blvd
Deerfield Beach, FL 33442

Deerfield Beach High School*
910 SW 15th Street
Deerfield Beach, FL 33441

*This location is scheduled around the availability of the High School due to programming

EXHIBIT “B”

STORAGE AREAS

- South half of the metal storage building at the middle school athletic complex (DBLL donated \$15,000.00 to the City in 2009 for the construction of this building)
- Storage room 103 at the Middle School Athletic Complex during little league season only
- Limited product storage shall be allowed in the baseball concession stand at the middle school complex during little league season only



City of Deerfield Beach Community Participation Grant Application

The Community Participation budget includes all expenditures made by the City of Deerfield Beach to charitable organizations.

The request for funding shall be considered by the City Commission during the budget approval process. Funds are not approved until the fiscal year budget has been approved. In order to be eligible for a grant, the application must be completed in its entirety and submitted with the required documents. Funding is contingent upon the execution of a binding commitment incorporating the grant conditions. Funding does not renew each fiscal year and the grant application must be submitted each year for consideration. Additional requirements may be imposed at the City's discretion based on the usage of funds.

Requests in excess of \$10,000 will follow the guidelines as established in Resolution #2009/163 and must include, but not be limited to:

1. ☒ Updated copy of IRS W-9 Form
2. ☐ Copy of Tax Returns for the 3 most recent years
3. ☒ Proposed itemized budget
4. ☒ List of Board of Directors
5. ☒ Articles of Incorporation

6. ☒ Entity/Organization Name:

Deerfield Beach Little League

At the option of the City Commission, an audited financial statement together with an audit opinion for the most recent fiscal year or, for agencies without an audited financial opinion, an unaudited financial statement together with a certified statement from the agency's President and Treasurer

Please submit the completed application and required backup material to web.citymgr@deerfield-beach.

Hardcopies may be submitted to:
City Manager's Office
150 NE 2 Avenue
Deerfield Beach, FL 33441
Attention: Community Participation

Entity/Organization: Deerfield Beach Little League Date: 3/31/2023

Submitter's Name: Kristin Champagne

Address: 2661 NE 51st Court Lighthouse Point
FL 33064

Phone Number: 954-682-0368 Fax Number: _____

Email Address: Kristin.Champagne81@gmail

Federal Tax I.D.#: 65-0796379 Amount of Funding requested: ~~\$16,000~~
\$18,000

List Board of Directors.

Todd Wahlers - President
Chris Chartier - Vice President
Kristin Champagne - Treasurer
Matthew Williams - Coaching Coordinator
Kristen Miller - Player Agent
Jason Siracusa - Secretary

What is the primary purpose of the organization

Deerfield Beach Little League believes in the power of youth baseball to teach life lessons that build stronger individuals and communities.

Give a detailed description of the services and /or goods to be requested with the Grant Funds.

This grant will provide funding

for uniforms, umpires, Equipment
and fees to run the Fall and
Spring programs.

Give a description of the needs in the community, which would be served by the above described services/goods.

Our league provides the Little League Service to the community. It furnishes physical facilities, volunteer services, and resources to provide a program for children, families, and our community to enjoy the sport of baseball in a way that is engaging, exciting, and fun.

Provide an itemized budget (Exhibit 1- Budget Sheet)

See attached

I certify that the statements and documents submitted herein are true and the funds requested adhere to the Community Participation grant guidelines.

Kristin Champagne

Print Name/Title

Kh. Champagne

Signature

3/31/23

Date

Electronic Articles of Incorporation For

N22000010384
FILED
September 09, 2022
Sec. Of State
sprather

DEERFIELD BEACH LITTLE LEAGUE INC.

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

DEERFIELD BEACH LITTLE LEAGUE INC.

Article II

The principal place of business address:

501 SE 6TH AVE
DEERFIELD BEACH, FL. US 33441

The mailing address of the corporation is:

1515 S FEDERAL HIGHWAY
SUITE 103
BOCA RATON, FL. US 33432

Article III

The specific purpose for which this corporation is organized is:

NON PROFIT YOUTH SPORTS LEAGUE

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

TODD WAHLERS
4568 SW 14TH ST
DEERFIELD BEACH, FL. 33442

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: TODD WAHLERS

Article VI

The name and address of the incorporator is:

JASON SIRACUSA
1515 S FEDERAL HIGHWAY
SUITE 103
BOCA RATON, FL 33432

Electronic Signature of Incorporator: JASON SIRACUSA

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
TODD WAHLERS
4568 SW 14TH ST
DEERFIELD BEACH, FL. 33442 US

Title: VP
CHRIS CHARTIER
2910 NE 40TH CT
LIGHTHOUSE POINT, FL. 33064 US

Title: TRSR
KRISTIN CHAMPAGNE
2661 NE 51ST CT
LIGHTHOUSE POINT, FL. 33064 US

Title: SEC
JASON SIRACUSA
1515 S FEDERAL HIGHWAY SUITE 103
BOCA RATON, FL. 33432

Article VIII

The effective date for this corporation shall be:

09/09/2022



New Vendor Information or Change Form for One Solution

New Vendor: _____

Existing Vendor Number: Deerfield Beach Little League

***Make Check Payable to: Deerfield Beach Little League
(MUST COMPLETE)

Purchase Order Address:

Address: 2661 NE 51st Court

Building or Suite #: _____

City: Lighthouse Point State: FL Zip Code: 33064

Contact Person: Kristin Champagne (optional)

Phone: (optional) Fax: _____

Email: Kristin.Champagne81@gmail.com (optional)

Remit To Address: (R1 - where the check is to be mailed)
(Please check with vendor before submitting this form)

Address: 2661 NE 51st Court

Building or Suite #: _____

City: Lighthouse Point State: FL Zip Code: 33064

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Deerfield Beach Little League

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):

Exempt payee code (if any) _____

Exemption from FATCA reporting
code (if any) _____

Address (number, street, and apt. or suite no.)

2661 NE 51st Court

City, state, and ZIP code

Lighthouse Point, FL 33064

Requester's name and address (optional)

Kristin Champagne

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - ____

Employer identification number

65-0796379

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Kh. Champagne

Date ▶

11/6/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1801

Agenda Date: 4/25/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of a community participation grant to DPR Youth Enrichment Association for Academics and Athletics, Inc. in the amount of \$35,000 and use of city facilities to support the youth football and cheerleading programs within the City; approving and authorizing execution of a Facility Use and Grant Agreement; providing for severability and an effective date. (Funds from Account #001-7025-572-39-14 - Athletic Program Supplement)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Approval requires a 3/5 vote of the City Commission for adoption

Fiscal Impact

Costs: \$35,000

Account Name: Athletic Program Supplement

Account Number: 001-7025-572-39-14

Background/History

DPR Youth Enrichment Association for Academics and Athletics, Inc., (the "Packer Rattlers") is a Florida not-for-profit corporation that provides youth football, cheerleading and academic support programs for youth ages 4 to 14 years old (the "Youth Programs").

For the 2023 football/cheerleading season, the Packer Rattlers are requesting funding to support the Youth Programs within the City. The City provided funding support to the Packer Rattlers in the amount of \$35,000 for 2022.

During the 2022 season, the Packer Rattlers utilized the City-owned and operated Oveta McKeithen Recreational Complex, which was suitable for use by them for their Youth Programs.

Current Activity

Their 2022 agreement expired. The Packer Rattlers have requested the use of the Oveta McKeithen Recreational Complex to conduct their Youth Programs for the 2023-2024 season, within the City of Deerfield Beach (the "Facility Use").

The Packer Rattlers submitted a grant application and budget proposal to the City requesting renewal of their facility use agreement and funding for the 2023-2024 season. Their funding request for the upcoming season is for \$35,000, which is what was awarded in 2022. A new Agreement has been prepared for the 2023-2024 season consistent with last year's agreement. The conditions of the grant include, certificate of IRS W-9, Certificate of Insurance, proposed itemized budget, board of directors,

article of incorporation and entity name. DPR Youth Enrichment Association for Academics and Athletics (Packer Rattlers) is currently in compliance with all terms of the grant.

Recommendation

City staff recommends approving the Facility Use, \$35,000 in supplemental funding to the Packer Rattlers to support the Youth Programs, and approving and authorizing execution of a Facility Use and Grant Agreement with the Packer Rattlers to support the Youth Programs within the City.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF A COMMUNITY PARTICIPATION GRANT TO DPR YOUTH ENRICHMENT ASSOCIATION FOR ACADEMICS AND ATHLETICS, INC. IN THE AMOUNT OF \$35,000 AND USE OF CITY FACILITIES TO SUPPORT THE YOUTH FOOTBALL AND CHEERLEADING PROGRAMS WITHIN THE CITY; APPROVING AND AUTHORIZING EXECUTION OF A FACILITY USE AND GRANT AGREEMENT; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) believes that charitable and public purpose organizations contribute to the public welfare of the community and should be supported by the City financially to the extent these organizations assist the City in serving a valid public purpose; and

WHEREAS, Resolution 2020/115 authorizes the City Commission to make financial contributions to local charitable and public purpose organizations through a Community Participation Grant program (the “CPG Program”) and provides guidelines for applying for and approval of such grants, including the authorization of City staff to review grant applications and make a funding allocation recommendation to the City Commission; and

WHEREAS, DPR Youth Enrichment Association for Academics and Athletics, Inc., (the “Packer Rattlers”) is a Florida not-for-profit corporation that provides youth football, cheerleading, and academic support programs for youth ages 4 to 14 years old; and

WHEREAS, on March 1, 2023, the Packer Rattlers applied for a Community Participation Grant for fiscal year 2023 in the amount of thirty-five thousand dollars (\$35,000) (the “Grant”) to support its Youth Football, Cheerleading, and Academic Support Programs (the “Youth Programs”); and

WHEREAS, the City owns and operates certain facilities, including the Oveta McKeithan Recreational Complex, which are suitable for use by the Packer Rattlers for its Youth Programs; and

WHEREAS, the Packer Rattlers have requested to use of the Oveta McKeithan Recreational Complex to conduct its Youth Programs, including Football and Cheerleading for the 2023 season, within the City of Deerfield Beach (the “Facility Use”); and

WHEREAS, City staff recommends approving the Grant and Facility Use, and a Facility Use and Grant Agreement with the Packer Rattlers, attached as Exhibit “1”, (the “Agreement”) to support the Youth Programs within the City; and

WHEREAS, the Grant shall be subject to the terms and conditions set forth in Resolution 2020/115, and the terms of the Agreement between the City and the Packer Rattlers;

and

WHEREAS, the City Commission finds that it is in the best interest of the City to authorize the Facility Use, award a \$35,000 grant to the Packer Rattlers to support the Youth Programs, and approve and authorize execution of the Agreement with the Packer Rattlers.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby authorizes and approves the Facility Use by the Packer Rattlers for the Youth Programs subject to the terms of the Agreement.

Section 3. The City Commission finds that the Grant to the Packer Rattlers for \$35,000 in accordance with the terms of the Agreement serves a valid public purpose and services the public interests of the citizens of the City and is hereby approved.

Section 4. The City Commission hereby approves the Agreement with the Packer Rattlers, attached as Exhibit “1.”

Section 5. The City Manager is hereby authorized to execute the Agreement with the Packer Rattlers, attached as Exhibit “1,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 6. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 7. Should any section, provision or word of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

Section 8. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**FACILITY USE AND GRANT AGREEMENT
BETWEEN THE CITY OF DEERFIELD BEACH
AND DPR YOUTH ENRICHMENT ASSOCIATION FOR
ACADEMICS & ATHLETICS, INC.**

This Agreement (the "Agreement") is made and entered into this ____ day of _____, 2023, between the City of Deerfield Beach, Florida, (the "CITY"), and the DPR Youth Enrichment Association for Academics & Athletics, Inc. (the "LICENSEE").

WHEREAS, LICENSEE is a Florida not-for-profit corporation that provides youth football, cheerleading and academic support programs for youth ages 4 to 14 years old; and

WHEREAS, the CITY owns and operates facilities, including the Oveta McKeithen Recreational Complex, which are suitable for use by the LICENSEE for its Youth Football and Cheerleading Programs (the "Youth Programs"); and

WHEREAS, LICENSEE desires to obtain a non-exclusive license to use areas of the Oveta McKeithen Recreational Complex approved by the CITY (the "Permitted Area") to administer LICENSEE's tackle football and cheerleading athletic programs, games, and events ("Athletic Events"); and

WHEREAS, LICENSEE has submitted a grant application and budget proposal to the CITY for fiscal year 2023 and has requested \$35,000 in funding to support the Youth Programs at the Permitted Area, subject to all conditions set forth in Resolution 2020/115, which are incorporated herein; and

WHEREAS, the CITY agrees to permit LICENSEE to conduct LICENSEE's Youth Programs at the Permitted Area and to provide grant funding to support the Youth Programs at the Permitted Area subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, CITY and LICENSEE do hereby agree as follows:

Section 1. Recitals. The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are incorporated herein.

Section 2. Scope of Work. LICENSEE shall administer a Football and Cheerleading Program for the 2023 season the Permitted Area in accordance with the Scope of Services, attached as Exhibit "A", and the terms and conditions of this Agreement.

Section 3. Term. This Agreement shall take effect upon the date of execution by the parties and shall continue until December 30, 2023, unless terminated as permitted herein (the "Term"). The Term of this Agreement may be extended for up to two additional one year terms concluding December 30, 2024 and December 30, 2025 respectively, by the City Manager prior to the end of the then existing term, upon mutual

written agreement by the parties.

If the parties agree to exercise the option to renew this Agreement, pursuant to Resolution 2020/115, LICENSEE is required to submit a new grant application to obtain funding for each new fiscal year.

Section 4. Licensee's Responsibilities.

- a. *Security Deposit.* Upon execution of this Agreement and prior to conducting any Athletic Events at the Permitted Area, LICENSEE shall pay a \$500.00 security deposit to the City.
- b. *Non-profit Status.* Upon execution of this Agreement, LICENSEE shall provide the City with a copy of LICENSEE's non-profit corporate status and any reasonable supporting documentation that may be requested by the CITY to verify such status.
- c. *Coaching Certifications.* Prior to the first official game of each season of each Youth Programs, LICENSEE shall provide the CITY with (i) copies of the certifications required by their respective league for each individual that will be providing coaching services, or (ii) a certified letter by the President of the respective Youth Program league stating the names of the league's certified volunteers.
- d. *Scheduling.* LICENSEE shall provide a schedule of practices, games, meetings and events to the CITY no later than one month before the start of the season, based on availability of CITY fields. The LICENSEE must attain from the CITY, a facility use permit (at no additional cost) for all scheduled activity. Any and all amendments to the original schedule must be submitted in writing to the Parks & Recreation Director or designee at least five (5) business days prior to actual rescheduled practices, meetings, games or events. It is understood by LICENSEE that it is one of many users of the park facility and that the CITY may not in all cases be able to permit the exclusive use of the park at all the times desired by LICENSEE.

LICENSEE acknowledges that all CITY run programs and functions take priority over scheduling of all other outside programming. All meetings and registrations that take place in the Permitted Area must be approved by the CITY a minimum of two weeks prior to the event. All Licensee activities must fall within the Permitted Area's normal operating hours, unless approved by the Parks and Recreation Director in writing.

- e. *Rosters.* LICENSEE shall provide a set of initial rosters to the CITY at least one (1) week prior to the start of scheduled games for each Youth Program.

LICENSEE will provide final rosters to the CITY at the midpoint (middle of game schedule) of the season.

- f. *Financials and Tax Return.* LICENSEE shall submit Audited Financials in accordance with the conditions set forth in Exhibit A to Resolution 2020/115..
- g. *Damage to Facilities.* LICENSEE recognizes that the Permitted Area is a community focal point that the CITY wishes to maintain in pristine conditions. LICENSEE agrees it will take no action that would cause damage to the Permitted Area. In this regard, LICENSEE agrees not to cause damage to the landscaping or foliage to the Permitted Area. LICENSEE shall not cause any litter or debris to be left on the Permitted Area. Moreover, LICENSEE shall ensure that there shall be no consumption of alcoholic beverages or illicit drugs in the Permitted Area. LICENSEE agrees to a fine of \$100 per violation, if there is a violation of the aforementioned provision, which amounts may be deducted from any funds to be provided to LICENSEE by the CITY, if any. If there are conditions that occur during the Athletic Events that require an adjustment of security deposit returned at the conclusion of the Athletic Events, LICENSEE shall pay any overages of fees within ten (10) days of the conclusion of the Athletic Events.
- h. *Clean-up of Permitted Areas.* Immediately after each Athletic Event, the LICENSEE shall be responsible for cleaning all ball fields and facility areas used during the administration of any Athletic Events, including, but not limited to cleaning all fields, recreational buildings, dugouts, fence lines, and playground areas. LICENSEE further agrees to ensure that all trash will be placed in CITY receptacles. LICENSEE agrees to a fine of \$100 per violation for failure to adhere to this subsection, which amounts may be deducted from any funds to be provided to Licensee by the CITY. A representative of the CITY may inspect and document the condition of the Permitted Area the day of or the day after an Athletic Event, and may take photographs of the Permitted Area. LICENSEE, at the conclusion of the Athletic Events, must restore the site to a condition equal to that existing on the day prior to the Athletic Events. LICENSEE shall pay all costs for the repair and replacement of CITY property that occurs during the Athletic Events.
- i. *Emergency Access and Dangerous Conditions.* LICENSEE agrees to provide all emergency access required by the CITY and its employees for the safety and welfare of the community and those attending the Athletic Events, and proper entrances into any gates that are locked. If, in the course of LICENSEE's operations, CITY or its officers, agents and employees become aware of any condition in or about the Permitted Area which may be dangerous, LICENSEE shall immediately correct such condition or cease operations upon being notified so as not to endanger persons or property.

Section 5. Background Checks. LICENSEE shall comply with the CITY's Sports Volunteer Background Screening Policy, Section 50-80 of the City Code, as such policy may be amended from time to time (the "Policy").

- a. LICENSEE shall be required to perform a Level II background check on all of LICENSEE's board members and volunteers and LICENSEE's employees coaches, agents, and other volunteers who may utilize a City Recreational Facilities and have direct contact with youth sports participants (each is a "Volunteer") and the results of such background checks shall be provided to the City prior to any Volunteer utilizing a City Recreational Facility for youth sports. CITY agrees to pay for the required background checks during the Term of this Agreement.
- b. Level II Background checks for all Volunteers shall be conducted on an annual basis for each year of this Agreement. Volunteers shall be prohibited from participating in youth sports at any City Recreational Facilities or in any of the Youth Programs within the CITY in the event: (i) they have not had a current Level II background check conducted, or (ii) the results of their Level II background check reveal any of the disqualification factors set forth in the Policy, unless and until such Volunteer successfully appeals the disqualification in accordance with the Policy.
- c. By signing this Agreement, LICENSEE acknowledges that LICENSEE has read and understands the Policy and agrees to abide by the background screening qualification standards set forth in the Policy with respect to LICENSEE's Volunteers. Further, LICENSEE agrees to provide written notice to the CITY immediately upon LICENSEE's knowledge of any occurrence that, under the Policy, would disqualify any Volunteer. The CITY shall have the right to immediately terminate this Agreement upon written notice to LICENSEE if LICENSEE fails to abide by the Policy.
- d. *Affidavit.* LICENSEE shall be required to submit an affidavit on a form provided by or approved by the CITY certifying that the youth sports organization will not use any Volunteer who has direct contact with youth sports participants who has failed the background check based upon the criteria set forth in Section 50-80 of the City Code or Section 943.0438, Fla. Stat., as may be amended from time to time. Such affidavit shall be submitted to the City Manager or designee prior to conducting any youth sports activity under this Agreement.

Section 6. Insurance and Indemnification.

- a. *Insurance.* LICENSEE shall provide the CITY with a copy of LICENSEE's liability insurance upon execution of this Agreement and prior to any Athletic Event taking place. LICENSEE shall maintain no less than the following amounts of insurance:

(1) Comprehensive general liability	\$1,000,000
(2) Property damage	\$1,000,000
(3) Automotive liability	\$1,000,000
(4) Worker's compensation	statutory requirement

The general liability and property damage insurance shall, at a minimum, cover the coaches and the youth participants who are participating in any Youth Program or Athletic Event.

Each policy shall name the CITY as an additional insured and the LICENSEE shall deliver to the CITY a copy of the certificate of insurance evidencing the existence of the policies. Each certificate shall provide that the CITY will be afforded 30-day prior written notice of cancellation of any of the policies for any reason. The insurance shall only be written by companies rated B+ or higher, according to the most recent issue of Best Insurance Rating Guide. The certificate shall be submitted with a cover letter addressed to the CITY from the LICENSEE's insurance agent or agents stating that they have read the provisions of this section and that the insurance provided meets the minimum requirements of this section.

The insurance shall contain the following endorsement:

In addition to the coverage stated in the body of the policy, the policy shall indemnify and hold harmless the CITY, its officers, agents and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000.00 for each occurrence and for all damages to the property of others in and up to the amount of \$1,000,000.00 for each, including costs of investigation, all expenses of litigation, including reasonable attorney's fees and the cost of appeals arising out of any claims or suits because of any and all acts or omission or commission by the LICENSEE, its agents, servants, or employees, or through the mere existence of the project under contract.

All policies shall be on an occurrence basis rather than a claims-made basis.

The CITY reserves the right to require additional insurance coverage, including but not limited to improper sexual conduct and physical abuse liability coverage, and to adjust minimum insurance coverage requirements based on the programs and activities of the LICENSEE.

- b. The LICENSEE shall be responsible to the CITY for the acts and omissions of any subcontractor(s) or person(s) employed by Licensee or Volunteers or any other person authorized by the LICENSEE to participate in the Programs.
- c. *Indemnification.* In addition to the insurance to be provided, LICENSEE agrees to indemnify, defend and hold the CITY, including CITY's officers, agents and employees, harmless against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) and causes of action of any kind of nature whatsoever arising from the acts, omissions or negligence of the LICENSEE, or its officers, agents, Volunteers, or employees, or LICENSEE's use and occupancy of any City Recreational Facilities or any breach of this Agreement, including through all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against CITY in any such suit or action. Nothing contained in this Agreement is intended or shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes.

Section 7. Compliance with Applicable Laws and Policies.

- a. In the conduct of its activities under this Agreement, LICENSEE shall comply in all material respects with all applicable federal, state, and local laws and regulations, as amended from time to time, including but not limited to orders and CDC guidelines in effect to address declared health emergencies. LICENSEE shall obtain at its own expense all required licenses and permits for participation in the Athletic Events.
- b. LICENSEE will abide by all Parks and Recreation Department Rules, Regulations, and Policies, including the Recreation Facility Use and Sports Policy and such regulations set forth by City ordinance, City resolution, and Chapter 50 of the City Code, all as may be amended from time to time, and which are incorporated herein by this reference. If LICENSEE violates any of the aforementioned provisions, LICENSEE agrees to a fine of \$100 per violation, or such fine amount as stated by the applicable ordinance, whichever is greater.
- c. LICENSEE agrees that should LICENSEE not comply with any provision in this Agreement, LICENSEE may not be permitted to participate in subsequent Athletic Events. The determination of compliance with the provisions in this Agreement shall be in the sole discretion of the CITY.

Section 8. Vending. The CITY agrees that LICENSEE will be the sole authorized vendor for food and beverages in the park during LICENSEE's authorized activities, with the exception of one additional properly permitted vendor authorized by the CITY in the CITY's sole discretion.

Section 9. Police Services Requirements. LICENSEE shall provide and pay for at least two deputies who shall be present at all home games at the Permitted Area from the start of the opening game until the end of the final game. LICENSEE must request and pay for the required number of deputies through the Broward Sheriff's Office ("BSO"). LICENSEE must comply with any additional police provisions in accordance with applicable league bylaws and BSO policies. The Broward Sheriff's Office, at its discretion, may require additional deputies.

Section 10. Storage. The storage of equipment (uniforms, helmets, footballs, etc.) belonging to LICENSEE on park grounds or in buildings is strictly prohibited, except in the existing areas described in the attached Exhibit "B" (the "Storage Areas"). All stored items are subject to the approval of the Parks and Recreation Director or designee. The LICENSEE agrees to be solely responsible for LICENSEE's items stored on City property and LICENSEE shall indemnify and hold the CITY harmless against any and all costs, damages, claims and expenses (including reasonable attorney's fees) arising in any manner from LICENSEE's storage of any equipment or materials on any CITY property, including but not limited to the Permitted Area and Storage Areas.

Section 11. City Funding. The CITY agrees to provide LICENSEE with grant funds in an amount not to exceed \$35,000.00 to be used by LICENSEE to pay for uniforms, equipment, league dues, insurance, coaches trainings and certifications and/or league travel ("Permitted Uses") to support LICENSEE's Youth Programs at the Permitted Area during the Term (the "Grant Funds"). In order to receive any of the Grant Funds, LICENSEE shall make a written request to the CITY for a particular expenditure (a "Payment Request") that details the specific items to be purchased, the anticipated amount of such purchase and any additional information reasonably requested by the CITY. If the request is consistent with this Agreement, the CITY shall have the option, in the CITY's sole discretion, to make the purchase directly or reimburse LICENSEE for such expenditure. Any additional funding requests above the \$35,000.00 Grant Funds amount, or any requests to use any portion of the \$35,000.00 Grant Funds for a purpose other than the Permitted Uses, must be approved by City Commission. Based upon this funding, LICENSEE shall provide such financial information related to LICENSEE as provided for in CITY rules and regulations or as may be requested by the City Manager or designee. LICENSEE agrees to submit a budget to the CITY with details on anticipated revenues and expenditures for the Programs. Notwithstanding any language herein to the contrary, in the event a declared public health emergency results in the delay or suspension of the season(s) of the Football or Cheerleading Program, the City Manager may reject or delay a Payment Request until such time as reasonably sufficient documentation is provided to the CITY confirming the continuation of the applicable season(s) of the Football or Cheerleading Program and the continued need for the Payment Request.

Section 12. Termination. This Agreement may be terminated by LICENSEE upon thirty days written notice to the CITY of such termination in which event LICENSEE shall not be entitled to any additional Grant Funds. The CITY shall have the right in its sole discretion to terminate this Agreement with or without cause by giving seven days' notice

to LICENSEE. If the CITY elects to terminate this Agreement, the CITY shall return any unused portion of any security deposit paid by LICENSEE, unless it is necessary to be retained by the CITY to address unpaid fine violations or damages caused to any City Recreational Facilities or fields by LICENSEE.

This Agreement may be terminated by the CITY for cause if the LICENSEE is in breach of this Agreement and fails to correct the breach within ten days from the date of written notice from the CITY identifying the breach. Upon receipt of such notice, and unless otherwise directed by the CITY in writing, LICENSEE shall immediately cease all activities that may cause additional CITY Grant Funds to be spent. In the event this Agreement is terminated for cause by the CITY, LICENSEE shall immediately return such portion of the Grant Funds that have not been expended in accordance with this Agreement.

Section 13. Audit Rights and Retention of Records.

A. During the Term of this Agreement and for three (3) years following the Agreement's expiration, the CITY shall have the right to audit the books, records, and accounts of the LICENSEE and its subcontractors that are related to this Agreement or the expenditure of Grant Funds. The LICENSEE and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Scope of Services. All books, records, and accounts of the LICENSEE and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, the LICENSEE or its subcontractors, as applicable, shall make same available at no cost to the CITY in written form.

B. The LICENSEE and its subcontractors shall preserve and make available, at reasonable times for examination and audit by the CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time but, in any event, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the CITY to be applicable to the LICENSEE's and its subcontractors' records, the LICENSEE and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the LICENSEE or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the CITY's disallowance and recovery of any payment upon such entry.

Section 14. Coordination of Services. The CITY's primary representative/liaison during the performance of this Agreement shall be the Director of Parks and Recreation or Designee.

Section 15. City Reservation of Rights. The CITY reserves the right to order any participant or coach who is deemed by the CITY, in its discretion, to be a threat to any participant or the public or park property or who flagrantly violates City policies, rules or regulations relating to park usage to leave City grounds.

Section 16. Notices. Any notices or documents required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, registered mail, return receipt requested, addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other addresses as they have theretofore specified by written notice delivered in accordance herewith:

City of Deerfield Beach: David Santucci
City Manager
150 NE 2nd Ave.
Deerfield Beach, FL 33441

With a copy to: Anthony Soroka
City Attorney
2255 Glades Road, Suite 200-E Boca
Raton, FL 33432

Licensee: Tyrone Philpart
President
P.O. Box 1146
Deerfield Beach, FL 33443

Section 16. No Leasehold. LICENSEE and CITY intend that this Agreement shall be a license and privilege, and that no leasehold or other interest in the land or Permitted Areas is conferred upon the user under the provisions of this Agreement. LICENSEE uses the Property in an "as is" condition.

Section 17. Public Records. LICENSEE shall comply with Chapter 119, Fla. Stat., Florida's Public Records Law. Specifically, LICENSEE shall:

1. Keep and maintain public records required by the CITY to perform the Programs.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the Term and following completion of the Agreement if the LICENSEE does not transfer the records to the public agency.
4. At the end of the Term, transfer, at no cost, to the CITY all public records in possession of the LICENSEE or keep and maintain public records required by the CITY to perform the service. If the LICENSEE transfers all public records to the CITY at the end of the Term, the LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LICENSEE keeps and maintains public records at the end of the Term, the LICENSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 480-4213, WEB.CLERK@DEERFIELD-BEACH.COM, OR 150 NE 2nd AVE. DEERFIELD BEACH, FL 33441.

Section 18. Miscellaneous.

- a) **Entire Agreement.** The parties agree that this is the entire Agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties.
- b) **Severability.** If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of the Agreement or portions thereof, shall not be affected and shall remain in full force and effect.
- c) **Waiver.** The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of by that party.
- d) **Governing Law.** The validity of this Agreement and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under or pursuant to this Agreement shall be in Broward County, in the State of Florida.

- e) **Binding Effect.** All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.
- f) **Captions and Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.
- g) **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the party's further intention that this Agreement be construed liberally to achieve its intent.
- h) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- i) **Assignability.** This Agreement is not assignable.

[THE REMAINDER OF THIS AGREEMENT IS INTENTIONALLY LEFT BLANK]

**FACILITY USE AND GRANT AGREEMENT
BETWEEN THE CITY OF DEERFIELD BEACH
AND DPR YOUTH ENRICHMENT ASSOCIATION FOR
ACADEMICS & ATHLETICS, INC.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized agents and representatives with all the formalities required by law on the day and year first written above.

CITY

ATTEST:

CITY OF DEERFIELD BEACH,
FLORIDA, a municipal corporation of
the State of Florida.

Heather Montemayor, City Clerk

David Santucci, City Manger

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Anthony Soroka, City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.

**DPR YOUTH ENRICHMENT ASSOCIATION
FOR ACADEMICS & ATHLETICS, INC.**

DPR YOUTH ENRICHMENT ASSOCIATION
FOR ACADEMICS & ATHLETICS, INC., a
Florida not for profit corporation.

WITNESS:

By: _____
Tyrone Philpart, President

By: _____
Theodore Riley, Vice President

(CORPORATE SEAL)

EXHIBIT “A”

SCOPE OF SERVICES

Licensee shall administer tackle football and cheerleading athletic programs at the Permitted Area in accordance with all applicable laws, policies, rules and regulations.

EXHIBIT “B”

STORAGE AREAS

The football storage room located in the rear concession building on the southwest side of Oveta McKeithen Recreational Complex (“OMRC”) and the storage area in the press box on the northeast side of the OMRC, both as depicted below.





City of Deerfield Beach Community Participation Grant Application

The Community Participation budget includes all expenditures made by the City of Deerfield Beach to charitable organizations.

The request for funding shall be considered by the City Commission during the budget approval process. Funds are not approved until the fiscal year budget has been approved. In order to be eligible for a grant, the application must be completed in its entirety and submitted with the required documents. Funding is contingent upon the execution of a binding commitment incorporating the grant conditions. Funding does not renew each fiscal year and the grant application must be submitted each year for consideration. Additional requirements may be imposed at the City's discretion based on the usage of funds.

Requests in excess of \$10,000 will follow the guidelines as established in Resolution #2009/163 and must include, but not be limited to:

1. ☐ Updated copy of IRS W-9 Form
2. ☐ Copy of Tax Returns for the 3 most recent years
3. ☐ Proposed itemized budget
4. ☐ List of Board of Directors
5. ☐ Articles of Incorporation

6. ☒ Entity/Organization Name: DPR Youth Enrichment Association for Academics & Athletics (Deerfield Packer Rattlers)

At the option of the City Commission, an audited financial statement together with an audit opinion for the most recent fiscal year or, for agencies without an audited financial opinion, an unaudited financial statement together with a certified statement from the agency's President and Treasurer

Please submit the completed application and required backup material to web.citymgr@deerfield-beach.

Hardcopies may be submitted to:
City Manager's Office
150 NE 2 Avenue
Deerfield Beach, FL 33441
Attention: Community Participation

Entity/Organization: Deerfield Packer Rattlers Date: 03/01/2023

Submitter's Name: Tyrone Philpart

Address: P.O. Box 1146, Deerfield Beach, FL 33443-1146

Phone Number: 954-675-3657 Fax Number: _____

Email Address: tlphilpart@gmail.com

Federal Tax I.D.#: 47-4415624 Amount of Funding requested: \$35,000

List Board of Directors.

President: Tyrone Philpart
Vice-President: Theodore Riley
Treasurer: Belita Griffin
Secretary: Courtneye Shannon
Director of Football Operations: Jamal Duncan
Director of Cheer Operations: Marilyn Strowbridge
Director: John Slattery
Director: Aasha Andrews
Director: Precious Johnson

What is the primary purpose of the organization

DPR Youth Enrichment Association for Academic & Athletics, Incorporated is a registered not-for-profit Corporation in the State of Florida. The programs and activities provided by DPR Youth Enrichment Association for Academic & Athletics, Incorporated are designed to build self-esteem, confidence, social harmony, independent thinking, and self-discipline while improving overall health. The Association sponsors youth football, cheerleading, and academic support programs for youth from ages 4 to 14.

Give a detailed description of the services and /or goods to be requested with the Grant Funds.

The Youth Football program, educational activities, and special events will be offered each

year which includes football games, football tournaments, cheer competitions, athletic skill develop clinics, educational support programs, leadership development, etc. The football and cheer programs are projected to serve a minimum of 400 youth participants each year.

Give a description of the needs in the community, which would be served by the above described services/goods.

The Association sponsors youth football, cheer leading, and academic support programs for youth from ages 4 to 14. The major programming will revolve around the sports youth football games, football tournaments, cheer and cheer competitions. In addition, the Association will provide athletic skill develop clinics, educational support programs, leadership development, etc. The Association's inventory of youth activities, and special events are designed to build self-esteem, confidence, social harmony, independent thinking, self-discipline, and community pride, while improving overall health.

Provide an itemized budget (Exhibit 1- Budget Sheet)

Please see FY 2023 Budget document attached

I certify that the statements and documents submitted herein are true and the funds requested adhere to the Community Participation grant guidelines.

Tyrone Philpart

Print Name/Title

 SIGNATURE

Tyrone Philpart
Signature

03/01/2023

Date



DPR YOUTH ENRICHMENT ASSOCIATION FOR
ACADEMICS & ATHLETICS, INC

FY 2023 Budget

DPR YOUTH ENRICHMENT ASSOCIATION FOR ACADEMICS & ATHLETICS, INC

Florida Not for Profit Corporation

Document Number

N15000006332

FEI/EIN Number

47-4415624

Date Filed

06/25/2015

Effective Date

06/24/2015

PROGRAM NARRATIVE

DPR Youth Enrichment Association for Academic & Athletics, Incorporated (DPR) is registered Not-For-Profit Corporation in the State of Florida. The programs and activities provided by DPR are designed to build self-esteem, confidence, social harmony, independent thinking, and self-discipline while improving overall health. DPR sponsors youth football, cheerleading, and academic support programs for youth ages 5 to 14. The "Deerfield Packer Rattler" youth program, educational activities, and special events include football, cheer, athletic skills develop clinics, educational support programs, leadership development, and mentoring. The football and cheer programs are projected to serve a minimum of 400 youth participants each year.

Administration and Planning: Board of Directors for DPR Youth Enrichment Association for Academic & Athletics, Incorporated (The Board) directs and supervises all programs and activities for the organization. The Board is responsible to oversee the planning, development, and maintenance of all programs. The Board is also responsible for planning and conducting a wide variety of programming, educational activities, and special events which enhance the quality of life for the youth in the city of Deerfield Beach.

Goals and Objectives:**Goal 1: *Develop and Offer an Innovative Youth Football and Cheer Program.***

Provide innovative youth programming in the following areas: football games, football tournaments, cheer competitions, athletic skill develop clinics, and educational support programs to meet the diverse needs of our community.

Goal 2: *Foster Growth and Development of Deerfield Beach Youth.*

Create mentor/mentee relationships with youth, using football and cheer to promote the values of teamwork, leadership, community, and education.

Goal 3: *Solicit Feedback from Parents, Volunteers, and Staff.*

Create mentor/mentee relationships with youth, using football and cheer to promote the values of teamwork, community, and education.

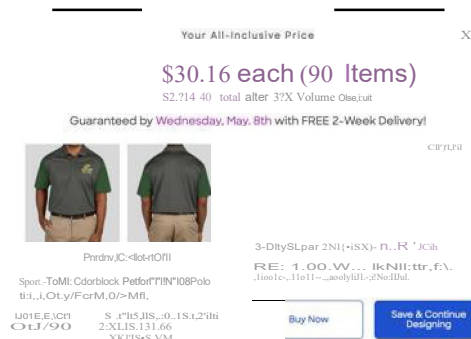
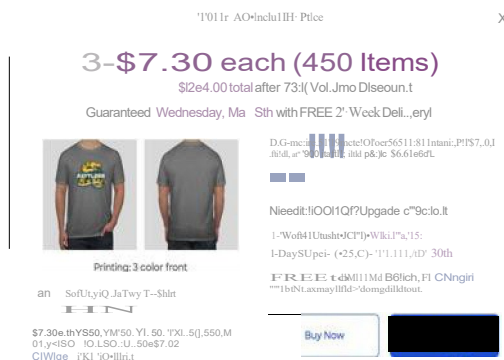
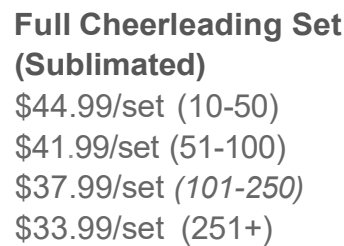
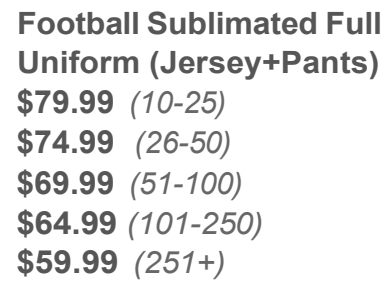
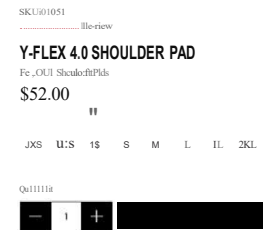
Key Performance Indicators:

1. Annual retention rates.
2. Student academic improvement.
3. Participant surveys and family engagement initiatives.

FY 2023 Budget Outline

DPR Youth Enrichment Association's Operations Budget Request for 2023

Vice President & Fields	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
League Dues & Insurance	\$3,500.00			
Board Polo Shirts	\$450.00			
End of Year Banquet	\$5,000.00			
Total VP & Fields	\$8,950.00		\$0.00	\$0.00
Secretary	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Office Supplies	\$250.00			
Team Travel to Away Games	\$5,000.00			
Security/Details	\$8,000.00			
Referees	\$10,000.00			
Total Secretary	\$23,250.00		\$0.00	
Treasurer / Recorder Keeper	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Annual Report Filing Fee	\$70.00			
Post Office Box	\$154.00			
Postage	\$50.00			
Filing Fees	\$500.00			
Tax Prep				
Miscellaneous				
Total Treasurer	\$774.00		\$0.00	
Cheer	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Coaches Certifications (League Required)	\$630.00			
Background Checks	\$2,520.00			
Coaches Shirts	\$480.00			
Cheerleading Competitions & Travel	\$6,000.00			
Cheer Uniforms				
Uniforms-Comp Teams				
Spirit Packs				
Total Cheer	\$9,630.00		\$0.00	
Football	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Coaches Shirts	\$1,000.00			
Facility Fee				
Equipment				
Coaches Clinic				
Level II Background Checks	\$2,100.00			
Spirit Packs				
Coaching Certifications (League Required)	\$1,120.00			
Football Equipment/Uniforms				
Game Jerseys & Pants	\$12,000.00			
Practice Jerseys & Pants & Sets	\$3,500.00			
Shoulder Pads	\$2,500.00			
Helmets	\$3,000.00			
Essentials (Balls, Coolers, First Aid Kits, etc.)	\$500.00			
Helmet Reconditioning				
Storage Facility				
Total Football	\$25,720.00		\$0.00	
Registration	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Football & Cheer Registration			\$17,500.00	
Total Registration			\$17,500.00	
Fundraising	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Sponsorships			\$8,000.00	
Advertising and Promotion				
Website				
Concessions				
Concessions	\$2,400.00		\$10,200.00	
Apparel				
Apparel - Program T-Shirt Sales				
Total Fundraising	\$2,400.00		\$18,200.00	
Total Budget	\$70,724.00		\$35,700.00	
Total P & L Per Budget + (-)				(\$35,024.00)
Total P & L Actual + (-)				



Electronic Articles of Incorporation For

**N15000006332
FILED
June 25, 2015
Sec. Of State
tchang**

DPR YOUTH ENRICHMENT ASSOCIATION FOR ACADEMICS &
ATHLETICS, INC

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

DPR YOUTH ENRICHMENT ASSOCIATION FOR ACADEMICS &
ATHLETICS, INC

Article II

The principal place of business address:

228 SW 5TH COURT
DEERFIELD BEACH, FL. 33441

The mailing address of the corporation is:

228 SW 5TH COURT
DEERFIELD BEACH, FL. 33441

Article III

The specific purpose for which this corporation is organized is:

TO PROVIDE A PROGRAM THAT FOCUSES ON THE COMMUNITY TO
ENRICH THE YOUTH WITH SKILLS IN THE AREAS OF ACADEMICS
AND ATHLETICS

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

ALEX E BENEFIELD
261 SW 11TH ST
DEERFIELD BEACH, FL. 33441

I certify that I am familiar with and accept the responsibilities of
registered agent.

Registered Agent Signature: ALEX BENEFIELD

Article VI

The name and address of the incorporator is:

JOANN SMITH-DUNCAN
261 NW 7TH STREET

DEERFIELD BEACH, FL 33441

Electronic Signature of Incorporator: JOANN SMITH-DUNCAN

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
ALEX BENEFIELD
261 SW 11TH STREET
DEERFIELD BEACH, FL. 33441

Title: VP
CHRISTOPHER SMITH
228 SW 5TH COURT
DEERFIELD BEACH, FL. 33441

Title: T
JOANN DUNCAN
261 NW 7TH COURT
DEERFIELD BEACH, FL. 33441

Title: S
PRECIOUS JOHNSON
P.O. BOX 100917
FORT LAUDERDALE, FL. 33310

Article VIII

The effective date for this corporation shall be:

06/24/2015

2023 FLORIDA NOT FOR PROFIT CORPORATION AMENDED ANNUAL REPORT

DOCUMENT# N15000006332

Entity Name: DPR YOUTH ENRICHMENT ASSOCIATION FOR ACADEMICS & ATHLETICS, INC

Current Principal Place of Business:

523 NW 3RD WAY
DEERFIELD BEACH, FL 33441

Current Mailing Address:

P.O. BOX 694
DEERFIELD BEACH, FL 33443 US

FEI Number: 47-4415624

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

PHILPART, TYRONE
523 NW 3RD WAY
DEERFIELD BEACH, FL 33441 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: TYRONE PHILPART

02/19/2023

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT
Name PHILPART, TYRONE
Address 523 NW 3RD WAY
City-State-Zip: DEERFIELD BEACH FL 33441

Title VP
Name RILEY, THEODORE
Address 523 NW 3RD WAY
City-State-Zip: DEERFIELD BEACH FL 33441

Title TREASURER
Name GRIFFIN, BELITA
Address 523 NW 3RD WAY
City-State-Zip: DEERFIELD BEACH FL 33441

Title SECRETARY
Name SHANNON, COURTNEY
Address 523 NW 3RD WAY
City-State-Zip: DEERFIELD BEACH FL 33441

Title DIRECTOR OF FOOTBALL
 OPERATIONS
Name DUNCAN, JAMAL
Address 523 NW 3RD WAY
City-State-Zip: DEERFIELD BEACH FL 33441

Title DIRECTOR OF CHEER OPERATIONS
Name STROWBRIDGE, MERILYN
Address 523 NW 3RD WAY
City-State-Zip: DEERFIELD BEACH FL 33441

Title DIRECTOR
Name SLATTERY, JOHN
Address 523 NW 3RD WAY
City-State-Zip: DEERFIELD BEACH FL 33441

Title DIRECTOR
Name JOHNSON, PRECIOUS
Address 523 NW 3RD WAY
City-State-Zip: DEERFIELD BEACH FL 33441

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: THEODORE RILEY

VICE PRESIDENT

02/19/2023

Electronic Signature of Signing Officer/Director Detail

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Keen Battle Mead & Company 7850 Northwest 146th Street Suite 200 Miami Lakes FL 33016	CONTACT NAME: Jane Warren PHONE (A/C, No, Ext): (305) 558-1101 FAX (A/C, No): (305) 822-4722 E-MAIL ADDRESS: Jwarren@kbmco.com														
INSURED DPR Youth Enrichment Association for Academics & Athletics, Inc., DBA DPR Packer Rattlers PO Box 1148 Deerfield beach FL 33443	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Fortegra Specialty Insurance Company</td> <td>16823</td> </tr> <tr> <td>INSURER B: Berkley Life and Health Insurance Co.</td> <td>64890</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Fortegra Specialty Insurance Company	16823	INSURER B: Berkley Life and Health Insurance Co.	64890	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Fortegra Specialty Insurance Company	16823														
INSURER B: Berkley Life and Health Insurance Co.	64890														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 23/24 GL/Auto/Acc **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																								
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ Abuse/Molestation ☒ \$1M OCC/\$2M AGG ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			KSG1000001-00-C00512	03/22/2023	03/22/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 3,000,000</td></tr> <tr><td>PRODUCTS - COM/POP AGG</td><td>\$ 2,000,000</td></tr> <tr><td>Participant Liability</td><td>\$ 1,000,000</td></tr> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COM/POP AGG	\$ 2,000,000	Participant Liability	\$ 1,000,000	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$
EACH OCCURRENCE	\$ 1,000,000																														
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000																														
MED EXP (Any one person)	\$ 5,000																														
PERSONAL & ADV INJURY	\$ 1,000,000																														
GENERAL AGGREGATE	\$ 3,000,000																														
PRODUCTS - COM/POP AGG	\$ 2,000,000																														
Participant Liability	\$ 1,000,000																														
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																														
BODILY INJURY (Per person)	\$																														
BODILY INJURY (Per accident)	\$																														
PROPERTY DAMAGE (Per accident)	\$																														
	\$																														
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			KSG1000001-00-C00512	03/22/2023	03/22/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$</td></tr> <tr><td>AGGREGATE</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$																		
EACH OCCURRENCE	\$																														
AGGREGATE	\$																														
	\$																														
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$</td></tr> <tr><td>AGGREGATE</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$																		
EACH OCCURRENCE	\$																														
AGGREGATE	\$																														
	\$																														
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">PER STATUTE</td> <td style="width: 5%;">OTH-ER</td> <td style="width: 90%;"></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$</td></tr> </table>	PER STATUTE	OTH-ER		E.L. EACH ACCIDENT		\$	E.L. DISEASE - EA EMPLOYEE		\$	E.L. DISEASE - POLICY LIMIT		\$												
PER STATUTE	OTH-ER																														
E.L. EACH ACCIDENT		\$																													
E.L. DISEASE - EA EMPLOYEE		\$																													
E.L. DISEASE - POLICY LIMIT		\$																													
B	Accident Medical Excess Coverage			PAI L014001147803	03/22/2023	03/22/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Maximum Benefit</td><td>\$100,000</td></tr> <tr><td>AD&D</td><td>\$10,000</td></tr> <tr><td>Ded - \$250</td><td></td></tr> </table>	Maximum Benefit	\$100,000	AD&D	\$10,000	Ded - \$250																			
Maximum Benefit	\$100,000																														
AD&D	\$10,000																														
Ded - \$250																															

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Activities - Youth Tackle Football & Cheerleading

Certificate Holder is an additional insured with respects General Liability Insurance.

This Insurance covers activities sponsored and supervised by the named Insurance for which an Insurance premium has been paid.

CERTIFICATE HOLDER

City of Deerfield Beach Oveta Mokethen Rec Complex 445 SW 2nd Street Deerfield Beach FL 33441	
--	--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	
---	--



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1802

Agenda Date: 4/25/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #2023-12-BA for Lime Sludge Removal, Hauling and Disposal Services on an as needed basis to Dev-Land Demolition & Site, Inc. as the primary vendor, and to Prolime Corporation, as the secondary vendor, in a total annual amount not to exceed \$200,000.00; authorizing execution of contracts with both vendors for a one year term with four, one year renewal options; providing for an effective date. (Funds from Account #401-5020-533-32-99 - Other Contractual Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs:\$200,000.00 annually

Account Name: Other Contractual Services

Account Number: 401-5020-533-32-99

Background/History

The Purchasing and Contract Administration Division issued an Invitation to Bid for Water Treatment Plant Lime Sludge Removal, Hauling and Disposal, ITB #23-12-BA. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements.

Details of the competitive solicitation process are as follows:

- The ITB was advertised in the legal notices section of the Sun-Sentinel on February 17, 2023. The notice was also sent to one hundred sixty-seven (167) Offeror's via the e-Procurement Marketplace.
- Seven (7) vendors viewed the documents of the ITB.
- On February 28, 2023 at 1:00 p.m. EDST, the Purchasing and Contract Administration Division closed and unsealed three (3) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the ITB requirements.
- One Offeror, M.C. Dirt Movers, Inc. response was deemed non-responsive for not submitting the following required bid documents:
 - o Did not submit Attachment A – Vendor Performance Reference Verification Survey Form.
 - o Did not submit Attachment C – E-Verify Verification Form.
 - o Did not provide the as requested bid line item pricing (unit cost per cubic yard).
- The Purchasing and Contract Administration Division reviewed the two (2) responsive Offerors' Submittals meeting all the requirements of the ITB (Dev-Land Demolition & Site, Inc. and Prolime Corporation) with the Water Plant Superintendent and recommend to utilize the City's option to award to multiple Vendors as stated in the ITB Package, under Section II – Evaluation and Award

Procedures, Item 2(b). The City reserves the right to award the contract to one Bidder or multiple Bidders who will best serve the interest. The Primary Vendor is Dev-Land Demolition & Site, Inc. and the Secondary Vendor is Prolime Corporation.

- Reference checks were conducted on Dev-Land Demolition & Site, Inc. and Prolime Corporation and revealed positive ratings.

Current Activity

In summary, Dev-Land Demolition & Site, Inc. and Prolime Corporation are both the responsive and responsible Offerors able to meet the ITB requirements; therefore, the award recommendation to best serve the needs of the City's Water Plant is to award this contract to multiple vendors: Dev-Land Demolition & Site, Inc., as the primary contractor, and Prolime Corporation, as the Secondary Contractor.

The West Water Treatment Plant currently treats between five and seven and a half million gallons per day using lime softening treatment. The by-product of treatment is sludge which is dried and stored on-site until properly disposed of. This contract will allow for the continued use of the lime softening plant by maintaining minimal amounts of sludge at the plant and thus following all county and state regulatory requirements.

Recommendation

It is recommended that the City Commission of the City of Deerfield Beach award the Invitation to Bid for Water Treatment Plant Lime Sludge Removal, Hauling and Disposal, ITB #23-12-BA to both responsive and responsible bidders Dev-Land Demolition & Site, Inc. and Prolime Corporation.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF ITB #2023-12-BA FOR LIME SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES ON AN AS NEEDED BASIS TO DEV-LAND DEMOLITION & SITE, INC., AS THE PRIMARY VENDOR, AND TO PROLIME CORPORATION, AS THE SECONDARY VENDOR, IN A TOTAL ANNUAL AMOUNT NOT TO EXCEED \$200,000.00; AUTHORIZING EXECUTION OF CONTRACTS WITH BOTH VENDORS FOR A ONE YEAR TERM WITH FOUR, ONE YEAR RENEWAL OPTIONS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City issued Invitation for Bid #2023-12-BA for Lime Sludge Removal, Hauling and Disposal Services (the “ITB”); and

WHEREAS, the ITB was advertised in the legal notices section of the Sun-Sentinel on February 17, 2023, and the notice was sent to 167 prospective firms via the e-Procurement Marketplace with seven (7) vendors viewing the ITB documents; and

WHEREAS, pursuant to the terms of the ITB, the City reserves the right to award separate contracts to multiple Bidders or one contract to one Bidder and the services will be provided on an as needed basis; and

WHEREAS, pursuant to the terms of the ITB, the quantities of lime sludge to be paid under the contract shall be based upon the cubic yards of lime sludge removed, hauled and disposed of (the “Services”), and the City reserves the right to increase or decrease quantities or add or delete any item or quantity from the contract if it is in the best interest of the City; and

WHEREAS, the City received three bid submissions by the Bid Submission Deadline, one from M.C. Dirt Movers, Inc, (“MC”), one from Dev-Land Demolition & Site, Inc. (“Dev-Land”), and one from Prolime Corporation (“Prolime”); and

WHEREAS, MC’s bid was deemed non-responsive for failure to submit the required bid response documents; and

WHEREAS, after reviewing the bids from Dev-Land and Prolime, it was determined by City staff that it would be in the best interest of the City to award the bid to both firms, with Dev-Land as the primary vendor and Prolime as the secondary vendor, with the understanding that if Dev-Land cannot fulfill a request from the City, then the City will utilize Prolime; and

WHEREAS, the estimated cost for the Services shall not exceed \$200,000.00 annually amongst both vendors; and

WHEREAS, the Purchasing and Contract Administration Division and the Department of Environmental Services recommend award of the Services, on an as needed basis, to Dev-Land, as the primary vendor, and ProLime, as the secondary vendor, and authorizing the execution of contracts with both vendors for a one-year term, with four (4) one-year renewal options.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby approves the award of ITB #2023-12-BA for Lime Sludge Removal, Hauling and Disposal Services to Dev-Land Demolition & Site, Inc, as the primary vendor, and to Prolime Corporation, as the secondary vendor.

Section 3. The City Manager is hereby authorized to execute contracts with both Dev-Land and Prolime for the Services based upon the terms and conditions of ITB #2023-12-BA, together with such additional terms and conditions as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Memorandum

TO: Priscilla Cygielnik, Director of Environmental Services

FROM: Bogdan Avasiloe, Purchasing Manager

DATE: April 5, 2023

RE: **Water Treatment Plant Lime Sludge Removal, Hauling and Disposal
ITB #23-12-BA**

The Purchasing and Contract Administration Division issued an Invitation to Bid for Water Treatment Plant Lime Sludge Removal, Hauling and Disposal, ITB #23-12-BA. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The ITB was advertised in the legal notices section of the Sun-Sentinel on February 17, 2023. The notice was also sent to one hundred sixty-seven (167) Offeror's via the e-Procurement Marketplace.
- Seven (7) vendors viewed the documents of the ITB.
- On February 28, 2023 at 1:00 p.m. EDST, the Purchasing and Contract Administration Division closed and unsealed three (3) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the ITB requirements.
- One Offeror, M.C. Dirt Movers, Inc. response was deemed non-responsive for not submitting the following required bid documents:
 - Did not submit Attachment A – Vendor Performance Reference Verification Survey Form.
 - Did not submit Attachment C – E-Verify Verification Form.
 - Did not provide the as requested bid line item pricing (unit cost per cubic yard).
- The Purchasing and Contract Administration Division reviewed the two (2) responsive Offerors Submittals meeting all the requirements of the ITB (Dev-Land Demolition & Site, Inc. and Prolime Corporation) with the Water Plant Superintendent and recommend to utilize the City's option to award to multiple Vendors as stated in the ITB Package, under Section II – Evaluation and Award Procedures, Item 2(b). The City reserves the right to award the contract to one Bidder or multiple Bidders who will best serve the interest. The Primary Vendor: (Dev-Land Demolition & Site, Inc.) and the Secondary Vendor: (Prolime Corporation).
- Reference checks were conducted on Dev-Land Demolition & Site, Inc. and Prolime Corporation and revealed positive ratings.

In summary, Dev-Land Demolition & Site, Inc. and Prolime Corporation are both the responsive and responsible Offerors able to meet the ITB requirements; therefore, the award recommendation of this contract is to the Primary Vendor: Dev-Land Demolition & Site, Inc. and the Secondary Vendor: Prolime Corporation.

Please use this memorandum and all attachments as your backup to the City Manager for the next available City Commission Meeting.

Att. Tabulation Sheet, Tabulation Summary, Scope of Services

1	Water Treatment Plant Lime Sludge Removal, Hauling and Disposal as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Dev-Land Demolition & Site, Inc.	2808	yd3	\$21.50	\$60,372.00	
	Prolime Corporation	2808	yd3	\$24.90	\$69,919.20	

Event Number	23-12-BA	Organization	City of Deerfield Beach
Event Title	Water Treatment Plant Lime Sludge Removal, Hauling and	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is soliciting sealed responses	Event Owner	Bogdan Avasiloae
Event Type	ITB (Commodity)	Email	bavasiloe@deerfield-beach.com
Issue Date	2/17/2023 09:30:01 AM (ET)	Phone	(954) 4804486
Close Date	2/28/2023 01:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Dev-Land Demolition & Site, Inc.	Boynton Beach	FL	2/28/2023 12:50:57 PM (ET)	1	\$60,372.00
Prolime Corporation	WASHINGTON	MI	2/23/2023 01:36:22 PM (ET)	1	\$69,919.20

SECTION VI – SCOPE OF SERVICES

1. Scope of Services

- a. The City of Deerfield Beach West Water Treatment Plant located at 290 Goolsby Boulevard, Deerfield Beach, FL 33442 utilizes lime in its treatment process for softening. The byproduct is a lime sludge which is dried before it is hauled. The Successful Bidder(s) shall be responsible for the removal and disposal of Lime Sludge from the City of Deerfield Beach West Water Treatment Plant.
- b. The Successful Bidder must conform to all applicable statutes, regulations, and ordinances of the Federal, State, and local governments, including all Florida Department of Transportation (FDOT) regulations.
- c. Provide all labor, material, vehicles, equipment, tools and incidentals to properly remove, haul and dispose of Lime Sludge, as specified herein. The Water Treatment Plant, on a weekly basis, will generate an estimated (54) cubic yards of Lime Sludge. Estimated annual cubic yards of Lime Sludge is about (2,808). The Successful Bidder shall remove, haul and dispose of (54) cubic yards of dry lime sludge per week. Actual quantities may exceed or fall short of these estimates. All work shall be performed during the hours of 7:00 am through 4:00 pm. The Contractor shall remove, haul and dispose between 1 to 3 loads per week as determined by the City. The Contractor shall remove and haul the Lime Sludge from the Water Treatment Plant within two (2) working days of notification from the City. The Contractor shall provide all required trailer transport vehicles and jockey trucks. City employees will load the trailer transport vehicles or jockey trucks for the Contractor to remove, haul and dispose of the Lime Sludge.
- d. **Measure of Amount Removed.** The quantities of lime sludge to be paid for under this contract shall be based on of cubic yard of lime sludge removal, hauling and disposal in accordance with the specifications herein and measured for payment as specified.
- e. On an annual basis, the City of Deerfield Beach will generate an estimated 2,808 cubic yards of Lime Sludge. Actual quantities may exceed or fall short of these estimates. No guarantee or warranty is given or implied by the City as to the amount that may or may not be purchased from any resulting contract. The City reserves the right to increase or decrease quantities or add or delete any item or quantity from the contract if it is determined to be in the best interest of the City in its sole discretion.

2. Protection of Property

- a. The Contractor shall at all times guard against damage or loss to the City property and any other persons in or around the work site and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the Director of Environmental Services or his designee. Replacement or repairs shall begin within five (5) days of the incident that caused the damage.
- b. The Contractor and its subcontractor(s) shall clean, repair or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.
- c. The City reserves the right at its sole and absolute discretion, to repair any damages created

by the Contractor and deduct the actual cost of repairs from their payment.

3. Quality Assurance

All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the materials and workmanship on the job throughout the duration of his/her responsibility.

4. Personnel

- a. The City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interests of the City. The City shall not have any duty to implement or enforce such requirements and such obligation shall be the sole responsibility of the Contractor to immediately address upon the City's notification to the Contractor's supervisory staff on-site or the managerial point of contact designated to the contract.
- b. The Contractor's employees performing work on City property shall be in uniforms with the company's name, clean, courteous, sober and competent. The Contractor agrees to be responsible for such personnel. All Contractor's personnel dealing with the public under this contract, shall be identified by name through the use of a nametag or embroidered name on his/her uniform. The Contractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.
- c. At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the "English" language.
- d. All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them.

5. Contractor's Equipment and Vehicles

Contractor's equipment shall be maintained in an efficient and safe operating condition while performing work under this contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City may direct the Contractor to remove such equipment and/or operator until the deficiency is corrected to the satisfaction of the City. The Contractor shall be responsible and liable for injury to persons caused by the operation of the equipment. Contractor's vehicles used on City property shall be clean and presentable, in working condition, and identified with the name of the company and properly licensed.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1808

Agenda Date: 4/25/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Hazen and Sawyer, P.C. to provide professional engineering services related to the development of Phase 3 of the Emergency Response Plan for specific incident responses at the West Water Treatment Plant in an amount not to exceed \$29,930.00; providing for execution and an effective date. (Fund from Account #401-5020-533-30-99 - Other Professional Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$29,930.00

Account Name: 401-5020-533-30-99

Account Number: Other Professional Services

Background/History

In 2018, the 115th United States Congress passed the America's Water Infrastructure Act to improve drinking water and water quality, deepen infrastructure investments and enhance public health. As part of the new federal law, the Environmental Protection Agency required all public and private utilities to develop or update Emergency Response Plans (ERPs). Based on the population size of the City of Deerfield Beach, the emergency response plan was certified as complete by the June 30, 2021 deadline. The first portion of the emergency response plan required utilities to address a minimum of five incident-specific response plans. In fiscal year 2021, city staff along with our consultant, Hazen and Sawyer, completed this portion with cybersecurity, loss of communication, service disruption, reduced work force, and pandemic response. Then, in fiscal year 2022, the emergency response plan was updated with the water contamination incident response plan. Following this update, the city was left to complete several other incident responses for events like hurricanes, floods, active shooters, bomb threat, drought, fire, loss of supplies, loss of supervisory collection and data acquisition system (SCADA), and economic disruption. Since these responses include so many different items, city staff have taken a phased approach, and each fiscal year will complete two to three responses until they have all been completed.

Current Activity

In accordance to the City's master CCNA continuing services contract dated April 12, 2021 and based upon RFQ #21-11-IG, city staff requested and received a scope of services proposal from Hazen and Sawyer for consulting services as it relates to the Emergency Response Incident Specific updates for hurricanes, floods, and active shooters. Due to the inherent nature of this work, Hazen and Sawyer

was selected as the consultant with the most qualified firm and has historical and institutional knowledge relating to the emergency response manual.

Recommendation

It is recommended that the City Commission approve the work authorization for professional engineering and consulting services with Hazen and Sawyer for the West Water Treatment Plant Emergency Response Plan, Incident Specific Response updates in accordance with the master CCNA continuing services contract, dated April 12, 2021.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH HAZEN AND SAWYER, P.C. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES RELATED TO THE DEVELOPMENT OF PHASE 3 OF THE EMERGENCY RESPONSE PLAN FOR SPECIFIC INCIDENT RESPONSES AT THE WEST WATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$29,930.00; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE.

WHEREAS, in 2018, the America’s Water Infrastructure Act (the “Act”) was passed and adopted into law to assist in the improvement of drinking water and water quality, deepen infrastructure investments and enhance the public health; and

WHEREAS, the Act requires that all community water systems serving populations greater than 3,300 persons assess the risks to, and resilience of, its system (the “RRA”) and the City completed and certified the RRA prior to December 31, 2020; and

WHEREAS, the Act also requires a letter of certification to the Department of Environmental Protection Agency that the Emergency Response Plan (the “ERP”) for a utility is updated, and at least every five years thereafter; and

WHEREAS, the ERP is based on the Federal Emergency Management Agency Comprehensive Preparedness Guide and on the American Water Works Association Guidance M19, with sections including the basic plan, hazard-specific procedures, and communication/coordination information; and

WHEREAS, on March 4, 2021, the City entered into a Work Authorization with Hazen and Sawyer, P.C., a design professional services corporation, (“Hazen”) based upon a master CCNA continuing contract, pursuant to RFQ No. 2016-17-51, to update the ERP only as to five emergency response protocols for emergency or events identified as a threat during the City’s RRA, with the intent for future updates; and

WHEREAS, on April 8, 2022, the City entered into a Work Authorization with Hazen, based upon a master CCNA continuing services contract dated April 12, 2021 pursuant to RFQ No. 21-11 (the “Continuing Contract”), to develop Incident Response Procedures, which included cybersecurity, loss of communications, service disruption, reduced workforce incident and pandemic; and

WHEREAS, Phase 3 of the ERP relating to the development of Incident Response Procedures for the specific incidents related to hurricanes, floods and active shooter events needs to be completed (the “Project”); and

WHEREAS, as Hazen has historical and institutional knowledge relating to the City’s ERP, City staff deemed that Hazen was the most qualified to perform the Project and requested a proposal from Hazen for this Project; and

WHEREAS, the Department of Environmental Services negotiated a project scope and fee in the amount of \$29,930.00 with Hazen, which staff has determined to be fair and reasonable and in accordance with industry standards; and

WHEREAS, the City desires to issue a Work Authorization to Hazen, under the terms and conditions of the Continuing Contract, and the proposal attached as Exhibit “A” to the Work Authorization, in an amount not to exceed \$29,930.00, for a total cost of \$76,811.00 for all ERP phases; and

WHEREAS, staff recommends the City Commission approve and authorize execution of the Work Authorization with Hazen, attached as Exhibit “1”, for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Work Authorization with Hazen, attached as Exhibit “1”, for the Phase 3 Project in an amount not to exceed \$29,930.00.

Section 3. The Mayor and City Manager are hereby authorized to execute the Work Authorization with Hazen, consistent with the terms of the Continuing Contract, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**WORK AUTHORIZATION
BETWEEN
THE CITY OF DEERFIELD BEACH
AND
HAZEN AND SAWYER
FOR PROFESSIONAL SERVICES**

This Work Authorization is entered into this 28th day of February, 2023, by and between City of Deerfield Beach, Florida, with its principal business address located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441, hereinafter referred to as "City",

AND

Hazen and Sawyer, a Florida Design Professional Services Corporation (DPC), with its business address located at 4000 Hollywood Blvd, Suite 750 N. Hollywood, FL 33021, hereinafter referred to as "Consultant".

WHEREAS, the City and the Consultant entered into a master CCNA continuing services contract dated April 12, 2021 pursuant to RFQ #21-11, (the " Continuing Contract") and Consultant has been approved to provide the services contemplated herein; and,

WHEREAS, the City and the Consultant desire to enter into this Work Authorization for the Consultant to perform professional engineering services as more specifically set forth in Exhibit "A" of this Work Authorization .

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City and Consultant agree as follows:

SECTION 1
SCOPE OF SERVICES

1. Consultant agrees to perform certain professional engineering services for the City, as more specifically described in the scope of services attached as Exhibit "A" to this Work Authorization (the "Services"), and in accordance with the terms and conditions set forth herein and in the Continuing Contract, f which by this reference are incorporated into this Work Authorization in its entirety during the Term and within the timeline provided for in this Work Authorization.

SECTION 2
COMPENSATION

2. In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant an amount not-to-exceed \$29,930.00 as further detailed in Exhibit "A". Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the event of City's termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 4, City shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City's termination of this Work Authorization.

SECTION 3
TERM OF WORK AUTHORIZATION

3. The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect until the Services are completed to the City's satisfaction (the "Term"), unless terminated earlier pursuant to Section 4 of this Work Authorization.

SECTION 4
TERMINATION OF WORK AUTHORIZATION

4. City may terminate this Work Authorization for convenience by giving the Consultant thirty (30) days advance written notice. The termination of this Work Authorization shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

SECTION 5
CONTINUING CONTRACT

5. The Services to be provided by Consultant pursuant to this Work Authorization shall comply with all of the terms and conditions set forth in the Continuing Contract between City and Consultant, which by this reference is incorporated into this Work Authorization in its entirety. In the event there is a conflict between the terms of this Work Authorization and the Continuing Contract, the terms of the Continuing Contract shall prevail.

SECTION 6
INDEPENDENT CONSULTANT

6. Consultant is an independent Consultant under this Work Authorization. Services provided by Consultant shall be by employees or sub-consultants of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health

insurance, employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 7 **INDEMNIFICATION / HOLD HARMLESS CLAUSE**

7. Consultant shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant, and other persons employed or utilized by Consultant in the performance of this Work Authorization. The provisions of this section shall survive the expiration or earlier termination of this Work Authorization. To the extent considered necessary by Contract Administrator and City Manager, any sums due Consultant under this Work Authorization may be retained by City until all of City's claims for indemnification pursuant to this Work Authorization and the Services provided have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. Nothing in this Work Authorization or the Continuing Contract shall be deemed or treated as a waiver by the City of any immunity which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 8 **INSURANCE**

- 8.1 The CONSULTANT shall satisfy the insurance requirements stated herein. The CONSULTANT shall not commence the work or otherwise perform the work as required by the applicable Work Authorization and/or Notice to Proceed until the requirements stated herein are met and the Certificate(s) of Insurance is approved by the CITY. The CONSULTANT shall assume full responsibility and expense to obtain all necessary insurance.

8.2 General

- 8.2.1 The CONSULTANT shall furnish to the Contract Administrator a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after the effective date of this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Agreement, and state that such insurance is as required by this Contract. CONSULTANT's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.

- 8.2.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONSULTANT shall pay all deductible amounts, if any. CONSULTANT shall specifically protect CITY and the Deerfield Beach City Commission by naming CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy, Business Automobile Liability policy as well as on any Excess Liability Policy coverage.
- 8.2.3 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONSULTANT is complete including all renewal terms. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of any Project, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- 8.2.4 CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONSULTANT uses a Subconsultant, CONSULTANT shall ensure that Subconsultant names CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.
- 8.3 CONSULTANT shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the following insurance:

Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. CONSULTANT shall notify the CITY in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. CONSULTANT acknowledges that the CITY is relying on the competence of the CONSULTANT to design a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to CONSULTANT's negligent errors and omissions, CONSULTANT shall promptly rectify them at no cost to CITY and shall be responsible for additional costs, if any, of a project to the proportional extent caused by such negligent errors or omissions.

Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on, about or over navigable waterways, evidence of a coverage endorsement for U.S. Longshoremen and Harbor Workers Act (USL&H), and/or Jones Act, for maritime laws coverage shall be included. The Policy shall include a waiver of subrogation for all liability arising out of this contract. If exempt for Worker's Compensation, proper documentation shall be provided.

SECTION 9

NON-APPROPRIATION OF FUNDS

9. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Work Authorization, then the City, upon written notice to Consultant of such occurrence,

shall have the unqualified right to terminate this Work Authorization without any penalty or expense to the City.

SECTION 10 **MISCELLANEOUS**

10. Consultant shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 11 **AUDIT AND INSPECTION RIGHTS**

- 11.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.
- 11.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 12 **AMENDMENTS AND ASSIGNMENT**

- 12.1 This Work Authorization together with Exhibit "A" and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 5. Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.
- 12.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.
- 12.3 Consultant shall not transfer or assign the performance of Services called for in the Work Authorization without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 13
NOTICES

13. Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Notices section of the Continuing Contract.

SECTION 14
GOVERNING LAW AND VENUE

14. This Work Authorization shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Work Authorization shall be in Broward County, Florida.

SECTION 15
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

15. Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this Work Authorization and any terms or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 16
NON-DISCRIMINATION

16. Consultant represents and warrants to the City that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Work Authorization on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

SECTION 17
PUBLIC RECORDS

17. Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Work Authorization by the City.

SECTION 18
SEVERABILITY

18. If any provision of this Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Work Authorization, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 19
SURVIVAL

19. All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Work Authorization.

SECTION 20
JOINT PREPARATION

20. The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the Continuing Contract, and that the preparation of this Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH AND
HAZEN AND SAWYER FOR PROFESSIONAL SERVICES**

IN WITNESS WHEREOF, the parties hereto have made and executed this Work
Authorization on the respective dates under each signature.

CITY

CITY OF DEERFIELD BEACH

DocuSigned by:
By: David Santucci
6E00D88DCB45419
David Santucci, City Manager

This ____ day of 3/15/2023, 20__.

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Deerfield Beach only:

DocuSigned by:
Anthony Soroka
5CAA04371159A1C4...
Anthony C. Soroka, City Attorney

CONSULTANT

DocuSigned by:
By: Janeen M Wietgrere
695393F440A548E
Name: Janeen Wietgrere, PE, PMP
Title: Vice President

This ____ day of 3/13/2023, 20__.

EXHIBIT A

SCOPE OF SERVICES

CITY OF DEERFIELD BEACH WORK AUTHORIZATION

Incident Specific Response Plans – Hurricane, Flood and Active Shooter Exhibit A

Hazen and Sawyer (CONSULTANT) is pleased to provide professional services as requested by the City of Deerfield Beach (CITY), in accordance with the terms and conditions of our continuing contract, "Agreement between the City of Deerfield Beach and Hazen and Sawyer for Consultant Services (CCNA) for Architectural and Engineering Services (Continuing Contract) pursuant to RFQ #21-11-IG, Executed with the CITY on April 12, 2021 (the "Contract").

1. PROJECT BACKGROUND

In compliance with the America's Water Infrastructure Act of 2018, the City of Deerfield Beach (CITY) recently completed a letter of certification to United States Environmental Protection Agency (US EPA) that the existing Emergency Response Plan (ERP) for its Water Utility had been updated. Due to budgetary limitations at the time, updates to the existing ERP included only five emergency response protocols for emergency or events identified as a threat during the CITY's Risk and Resilience Assessment, with intent for future updates. The Incident Specific Response Procedures (ISRP) developed for the CITY, include cybersecurity, loss of communications, service disruption, reduced workforce incident and pandemic. Additionally, an ISRP for Water Contamination was developed in 2022.

As part of its continued efforts to continuously provide clean, safe drinking water to its customers, the CITY recognizes the need to add to the existing ISRPs to address the emergency events identified in the ERP and beyond. An ISRP for Hurricanes, Floods and an Active Shooter will provide the Utility with specific information to effectively plan for, investigate, respond to and recover from a disaster and emergency events. The suggested format for the ISRPs will be primarily based on the previously adopted ISRP format incorporated into the existing ERP.

2. SCOPE OF SERVICES:

The CITY requested that Hazen and Sawyer (CONSULTANT) assist in the development of ISRPs for Hurricanes, Floods and an Active Shooter. These ISRPs will be integrated into Chapter 7 – Incident Specific Response Procedures of the CITY's updated ERP. The intent of the ISRPs is not to repeat information already presented in the ERP, but rather to supplement existing emergency procedures outlined. The detailed scope of work follows.

Task 1 – Kickoff Meeting and Project Coordination

CONSULTANT shall conduct a kickoff meeting with CITY to identify utility staff and external partners to participate in the ISRPs development (including utility leaders, finance, human resources, operations, field, customer-service staff, police department, fire department, emergency medical services and the City's Risk Manager), discuss utility background/history in the associated emergencies and emergency exercises, and identify any additional information to be reviewed. Information such as the hurricane plan or other existing emergency plans/information that were previously provided electronically by CITY will be reviewed by the CONSULTANT team before the kickoff meeting.

Task 2 – Workshop and Data Collection

CONSULTANT shall conduct Workshop No. 1 with the CITY ISRP Teams, and representatives from outside agencies such as City/County emergency management, police, fire, Haz-mat, Department of Environmental Protection, and others related to emergency response. It is paramount that decision-makers for the CITY attend this workshop so that the contents of the ISRPs contain procedures with leadership approval.

This workshop shall include development of three (3) ISRPs for emergency response procedures to hurricanes, floods, and an active shooter. CONSULTANT shall utilize and further develop CITY's existing response actions in development of these response procedures.

Task 3 - Draft ISRP Sections (Development, Review, and Final Version)

Based on information gained from earlier tasks and industry guidance, CONSULTANT shall draft the Hurricane, Flood, and Active Shooter ISRPs. The document will be reviewed during Workshop No. 2 with the CITY Team. The workshop will consist of discussions to check the information throughout the document.

CITY will provide additional changes/comments on the draft ISRPs within 10 days after the workshop. CONSULTANT shall update the existing ERP to include final

version of the Hurricane, Flood and Active Shooter ISRP and deliver to CITY electronically.

3. BASIS OF COMPENSATION:

For the Scope of Services, the CONSULTANT will be compensated for the scope of work on a time and materials basis, in accordance with the Contract. The estimated cost for the professional services described above is \$29,930 ("Cost Estimate"), as summarized below. CONSULTANT may reallocate labor budgets between tasks provided the total budget is not exceeded. CONSULTANT believes this estimate is sufficient to complete the work and will use its best efforts to complete all necessary work within this Cost Estimate. In order to exceed the estimate, CONSULTANT will provide a factual basis for the reasons the estimate must be exceeded.

Additional services over and beyond those defined in the scope above will be subject to additional compensation to be mutually agreed upon by both CITY and CONSULTANT. The Cost Estimate may only be exceeded upon written authorization by CITY in accordance with the CITY's Procurement Code; otherwise, CONSULTANT will complete the Scope of Services for the Cost Estimate.

	Vice President	Senior Associate	Assistant Engineer II	Principal Graphic Designer	Total Hours	Labor Cost
HOURLY BILLING RATES USED TO DEVELOP THIS FEE	\$261.66	\$219.25	\$106.16	\$80.04		
Task 1 - Kickoff Meeting and Project Coordination	2	6	6	0	14	\$2,531
Task 2 - Workshop and Information Collection	2	12	24	4	42	\$6,245
Task 3 - Draft ISRP: (Development, Review, and Final Versions)	8	32	96	12	148	\$21,153
Total Hours	12	50	126	16	204	\$29,930
Total Salary (Labor)						\$29,930
TOTAL FEE						\$29,930

4. TIME OF PERFORMANCE:

CONSULTANT shall complete the ISRP within 150 days of receipt of notice to proceed.

5. ASSUMPTION(S):

CONSULTANT's level of effort is based on the following key assumptions:

1. CONSULTANT will develop three (3) incident specific response plan procedures and provide the electronic format to the CITY. These three sections will be incorporated by the CITY into their existing ERP.
2. CITY will coordinate with non-utility agency staff (such as from police or fire departments) who were part of the ERP Team. CITY will provide documents for review electronically.
3. All existing documents will be provided by CITY in electronic files which can be utilized in the ISRP.
4. The schedule assumes CITY will review draft and return comments to CONSULTANT within two weeks.
5. The level of effort associated with this work authorization is based on developing three specific ISRPs that will be incorporated into the CITY's ERP. Further, these three ISRPs are primarily a summary of information that exists within the CITY. CONSULTANT will base all information on CITY's existing standard procedures.
6. CITY shall provide required data to CONSULTANT within one week of Notice to Proceed, including, but not limited to the following:
 - Updated emergency notifications systems and procedures
 - Updated physical security procedures
 - Updated hurricane preparedness plans
 - Updated Comprehensive Emergency Management Plan (CEMP)
 - Risk management plan
 - Drought plan
 - Business continuity plans (Continuity of Operations Plans), and

Other documents that may be related to the vulnerability and resiliency of the water system.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1816

Agenda Date: 4/25/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a first amendment to the Interlocal Agreement with Broward County for the Surtax Funded Municipal Transportation Project related to the rehabilitation and repair of the SE 13th Avenue Bridge to provide for an extension of time for completion; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

As per Article 3.4.4 of the Interlocal Agreement Between Broward County and the City of Deerfield Beach for the Surtax-Funded Municipal Transportation Project BC-DFBEACH-FY2020-00001 SE 13th Avenue Bridge, the City notified Mobility Advancement Program (MAP) Administration of a change in the Project Schedule and requested an extension of the contract on December 7, 2023.

Due to minor issues with existing drainage pipes while demolishing the existing concrete, the Contractor had some initial delays that impacted the completion date by less than sixty (60) days. On November 7, 2022, the Contractor informed the City of an unforeseen issue with the status of the concrete superstructure. Upon removal of the concrete cover of the deck abutment header beams, the concrete was found to be crumbling and the reinforcement was found to be severely corroded. In light of the current status of the bridge deck, the Contractor presented the City with a plan to completely replace the existing deck with a new deck supported on auger piles. The new rehabilitation procedure will require a change on the Project Schedule of more than sixty (60) days, but it will not affect the total maximum not-to-exceed amount of \$749,890.00 set by the Interlocal Agreement.

Current Activity

On December 7th, 2022, MAP Administration reviewed the project schedule extension submitted by the City for surtax project BC-DFBEACH-FY2020-00001 and requested additional documentation (newly proposed project schedule and revised plans), which was submitted by the City on February 7th and 16th. Based on the information provided, MAP Administration approved the schedule update and extension request to the agreement term through at least October 5th, 2023, with a revised project substantial completion date of June 7th, 2023.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach approve the First Amendment to the Interlocal Agreement between Broward County and the City of Deerfield Beach for Surtax-

Funded Municipal Transportation Project: Rehabilitation and Repair of the SE 13th Avenue Bridge over Tern Waterway.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR THE SURTAX FUNDED MUNICIPAL TRANSPORTATION PROJECT RELATED TO THE REHABILITATION AND REPAIR OF THE SE 13TH AVENUE BRIDGE TO PROVIDE FOR AN EXTENSION OF TIME FOR COMPLETION; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) and Broward County (the “County”) entered into an Interlocal Agreement, dated March 1, 2022, (the “Surtax ILA”) for the SE 13th Avenue Bridge Rehabilitation and Repair Project (BC-DFBEACH FY 2020-00001), which is a transportation surtax funded project (the “Project”); and

WHEREAS, the Interlocal Agreement was set to expire on March 13, 2023; and

WHEREAS, the City and County desire to extend the Interlocal Agreement, retroactive to March 13, 2023, as if it had not expired, with an amended expiration date of October 5, 2023, to provide the City additional time to complete the work provided for under the Interlocal Agreement, which is anticipated to be substantially completed by June 7, 2023; and

WHEREAS, staff recommends that the City Commission approve and authorize the execution of the First Amendment to Surtax ILA with the County, attached as Exhibit “1”, in order for the City to complete the surtax Project; and

WHEREAS, the City Commission finds it is in the best interest of the City to approve and authorize the execution of the First Amendment to the Surtax ILA, attached as Exhibit “1”.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. That the City Commission hereby approves the First Amendment to the Surtax ILA (BC-DFBEACH FY2020-00001), attached as Exhibit “1”, for the Project.

Section 3. That the Mayor and City Manager are authorized to execute the First Amendment to the Interlocal Agreement, attached as Exhibit “1”, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF
DEERFIELD BEACH FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:
REHABILITATION AND REPAIR OF THE SE 13TH AVENUE BRIDGE OVER TERN WATERWAY
(BC-DFBEACH-FY2020-00001)**

This is the First Amendment ("First Amendment") to the Agreement (defined below) between Broward County, a political subdivision of the State of Florida ("County"), and the City of Deerfield Beach, a municipality of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Interlocal Agreement for Rehabilitation and Repair of the SE 13th Avenue Bridge over Tern Waterway (BC-DFBeach-FY2020-00001), dated March 1, 2022 (the "Agreement").

B. The Agreement expired by its terms on March 13, 2023.

C. The Parties now desire to extend the Agreement, retroactive to March 13, 2023, as if it had not expired, to provide the Municipality additional time to complete the work under the Agreement.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, County and Municipality agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. The effective date of this First Amendment shall be retroactive to March 13, 2023. Except as provided herein, the execution of this First Amendment shall not operate as a waiver of any right, power, or remedy of the Parties and does not serve to effect a novation.

3. Amendments to the Agreement made pursuant to this First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

4. Section 4.1 of the Agreement is amended as follows:

4.1 Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end on ~~March 13, 2023~~ **October 5, 2023** ("Initial Term"), unless extended pursuant to Section 4.2.

5. Sections 2 and 3 of Exhibit A to the Agreement are amended as follows:

...

DELIVERABLES: Phase 1 -Design

No.	Description	Duration/Deadline	Acceptance Criteria
<u>1</u>	Execution of ILA between County and City of Deerfield Beach	March 2, 2022	ILA executed by Municipality
<u>2</u>	Award and Construction Contract execution	March 15, 2022	Execution of Piggyback Construction Agreement.
<u>3</u>	Notice to Proceed	April 14, 2022 <u>April 29, 2022</u>	NTP Issued by Municipality.
<u>4</u>	Project Kickoff/Commencement of Work	10 days from NTP	Mobilization, Maintenance of Traffic, Project Start for: Culvert replacement; replace deteriorated retaining walls, clean, inject, seal cracks; install approach slab; install guardrails; perform load rating analysis.
<u>5</u>	30% Construction Completion	60 days from NTP <u>March 30, 2023</u>	30% construction completion to include 100% mobilization, 30% culvert replacement, 30% replacement of deteriorated retaining walls, cleaning, injecting, seal cracks; 30% preparation for installation of approach slab
5 <u>6</u>	60% Construction Completion	120 days from NTP <u>April 20, 2023</u>	60% construction completion to include 100% mobilization, 60% culvert replacement, 60% replacement of deteriorated retaining walls, cleaning, injecting, seal cracks; 30% preparation for installation of approach slab; 60% installation of guardrails
6 <u>7</u>	90% Construction Completion	210 days after NTP <u>May 12, 2023</u>	Includes punch list items, final inspections, perform load rating analysis, and non-substantial work items
7 <u>8</u>	100% Final Completion	30 days from Substantial Completion <u>June 7, 2023</u>	Project Certified/Final Payment Issued

3. Project Schedule:

Phase: 1	Estimated Date of Completion
County and City execution of Project Specific ILA	March 14, 2022
Notice to Proceed	April 14, 2022 <u>April 29, 2022</u>
30% Construction Completion	60 days from NTP <u>March 30, 2023</u>
60% Construction Completion	120 days from NTP <u>April 20, 2023</u>
90% Substantial Completion	210 days from NTP <u>May 12, 2023</u>
Final Project Completion	30 days from Substantial Completion <u>June 7, 2023</u>

6. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

7. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

8. The Parties agree and acknowledge that through the effective date of this First Amendment, Municipality has no claims against County with respect to any of the matters covered by the Agreement, and Municipality has no right of set-off or counterclaims against any of the amounts payable under the Agreement.

9. This First Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of August 2020, Agenda Item No. 86, and City of Deerfield Beach, signing by and through its Authorized Signer, duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
Monica Cepero

____ day of _____, 2023

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
William J. Bucciero (Date)
Assistant County Attorney

By _____
Angela J. Wallace (Date)
Transportation Surtax General Counsel

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF
DEERFIELD BEACH FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:
REHABILITATION AND REPAIR OF THE SE 13TH AVENUE BRIDGE OVER TERN WATERWAY
(BC-DFBEACH-FY2020-00001)**

MUNICIPALITY

ATTEST:

City of Deerfield Beach

Heather Montemayor
City Clerk for the City of Deerfield Beach

By _____
Bill Ganz, City Mayor

_____ day of _____, 2023

By _____
David Santucci
City Manager

I HEREBY CERTIFY that I have approved this Agreement
as to form and legal sufficiency subject to execution by
the parties:

Anthony C. Soroka, City Attorney



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1768

Agenda Date: 4/25/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposal #23-08-BA for citywide janitorial services for Group 1 Location Services to the highest ranked proposer, Sunshine Cleaning Systems, LLC., and for the Group 2, 3 and 4 Locations, to the highest ranked proposer, Amer-Plus Janitorial and Maintenance, LLC.; providing for execution of contracts with each firm for the respective janitorial services for a two-year term with the option to renew for three additional one year terms; and providing for an effective date. *(Funds from Account #001-5060-519-31-01 - Construction & Facilities Maintenance/Custodial Services)*

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs:

Account Name: Construction & Facilities Maintenance / Custodial Services

Account Number: 001-5060-519-31-01

Background/History

The Request for Proposal (RFP) for Citywide Janitorial Services, #23-08-BA, was formally solicited in accordance with the City of Deerfield Beach competitive procurement requirements. The RFP was advertised in the legal notices section of the Sun-Sentinel on January 30, 2023. Notice was sent to one hundred forty-seven (147) prospective Offeror's via the e-Procurement Marketplace. Eighteen (18) vendors viewed the documents of the RFP. A Non-Mandatory Site Visit was held on February 7, 2023 followed by a Pre-Proposal Conference on February 8, 2023. Three (3) addendums were issued to make changes to the terms, conditions, and scope of services to the RFP documents.

On March 3, 2023 at 11:00 a.m., the RFP due date and time, the Purchasing and Contract Administration Division closed and unsealed six (6) proposals. The proposals were reviewed by the Purchasing and Contract Administration Division to ensure each proposal met the RFP requirements. One (1) Proposer, Global Services (Imperial Cleaning Corp.) submitted a No Bid. One (1) Proposer, ZCM, Inc. response was deemed non-responsive due to no bid bond received prior to the competitive solicitation closing date and time.

Each evaluation committee member independently reviewed and scored the proposals in accordance with the criteria/points stated in the RFP prior to the first public evaluation meeting held on March 16, 2023 at 9:00 a.m. EST. The Evaluation Committee consisted of: Teresa Rynard, Director of Parks & Recreation; Josef Farbiarz, Capital Projects Engineer; and Jonathan Salas, Director of Community Services. The proposals were evaluated based on the following criteria: experience, capacity and reference; project approach and methodology; and price.

Two (2) Offerors (Amer-Plus Janitorial & Maintenance LLC and McKenzies Cleaning, Inc.) provided evidence for the Disadvantaged Business Enterprise Program stated in the RFP documents.

Following the initial ranking, the committee determined to conduct Oral Presentations/Interviews with the top three (3) ranked Proposers, Amer-Plus Janitorial & Maintenance LLC, Sunshine Cleaning Systems, LLC, and Chi-Ada Corporation. On March 31, 2023 at 11:30 a.m. EST, following the Oral Presentations/Interviews, an Evaluation Committee meeting was held. The Evaluation Committee were provided with their initial Evaluation Sheets (from the initial Evaluation Committee meeting) and the Final Evaluation Sheets (after Oral Presentations/Interviews), which were independently completed. The proposals were evaluated based on the same criteria/points as the initial Evaluation Committee meeting.

Current Activity

The City reserved the right to award to multiple proposers as stated in the RFP Package documents under Section II – Evaluation and Award Procedures, Item 2(a).

Following the final ranking, the Evaluation Committee was unanimous in their decision to approve the ranking and award a contract to the first ranked proposer for Group 1 – Locations to Sunshine Cleaning Systems, LLC and the first ranked proposer for Groups 2 , 3, and 4 – Locations to Amer-Plus Janitorial & Maintenance LLC.

Reference checks were conducted on both Amer-Plus Janitorial & Maintenance LLC and Sunshine Cleaning Systems, LLC revealing positive ratings.

Recommendation

Staff recommends that the City Commission of the City of Deerfield Beach approve the ranking and award a contract to the first ranked proposer for Group 1 – Locations to Sunshine Cleaning Systems, LLC and to the first ranked proposer for Groups 2, 3, and 4 – Locations to Amer-Plus Janitorial & Maintenance, LLC.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKING AND AWARD OF REQUEST FOR PROPOSAL #23-08-BA FOR CITYWIDE JANITORIAL SERVICES FOR GROUP 1 LOCATION SERVICES TO THE HIGHEST RANKED PROPOSER, SUNSHINE CLEANING SYSTEMS, LLC., AND FOR THE GROUP 2, 3 AND 4 LOCATIONS, TO THE HIGHEST RANKED PROPOSER, AMER-PLUS JANITORIAL AND MAINTENANCE, LLC.; PROVIDING FOR EXECUTION OF CONTRACTS WITH EACH FIRM FOR THE RESPECTIVE JANITORIAL SERVICES FOR A TWO-YEAR TERM WITH THE OPTION TO RENEW FOR THREE ADDITIONAL ONE YEAR TERMS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Request for Proposal #23-08-BA (the “RFP”) for Citywide Janitorial Services (the “Services”) was advertised in the legal notices section of the Sun-Sentinel on January 30, 2023, and the notice was also sent to 147 prospective offerors via the e-Procurement Marketplace; and

WHEREAS, 18 vendors viewed the RFP documents; and

WHEREAS, on March 3, 2023, at 11:00 a.m., the Purchasing and Contract Administration Division unsealed the six (6) responses that were timely received, and reviewed the responses to ensure they met the RFP requirements; and

WHEREAS, the evaluation committee members independently reviewed and scored the six (6) responses in accordance with the weighted criteria stated in the RFP prior to the first public evaluation committee meeting; and

WHEREAS, the evaluation committee meeting was held on March 16, 2023 to score the responses based on the weighted criteria stated in the RFP; and

WHEREAS, Section II – Evaluation and Award Procedures of the RFP expressly set forth that the City reserves the right to award the RFP to multiple vendors and the award of the contract will be made to the highest ranked responsive, responsible proposer(s) on a group-by-group basis; and

WHEREAS, following the rankings, the evaluation committee concluded and was unanimous in their decision to make a recommendation to approve the ranking and award contracts to the two highest ranked proposers by group as follows: (1) as to Group 1 Locations: Sunshine Cleaning Systems, LLC.; and (2) as to Groups 2, 3 and 4 Locations: Amer-Plus Janitorial & Maintenance, LLC. (collectively, the “Proposers”); and

WHEREAS, the evaluation committee recommends that the City Commission approve the rankings and award contracts to the two Proposers, and authorize execution of contracts with the Proposers for the Services for a two-year term, with three (3) additional one-year renewal periods.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the evaluation committee’s ranking and the award of the RFP for the Services to the Proposers.

Section 3. The City Manager is hereby authorized to execute contracts with the Proposers for the Services for a two-year term, consistent with the terms of the RFP, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Memorandum

TO: Priscilla Cygielnik, Director of Environmental Services

FROM: Bogdan Avasiloe, Purchasing Manager

DATE: April 11, 2023

RE: **Citywide Janitorial Services, RFP #23-08-BA**

The Purchasing and Contract Administration Division recently issued a Request for Proposals (RFP) for Citywide Janitorial Services, RFP #23-08-BA. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The RFP was advertised in the legal notices section of the Sun-Sentinel on January 30, 2023.
- The notice was also sent to one hundred forty-seven (147) prospective Offeror's via the e-Procurement Marketplace.
- Eighteen (18) vendors viewed the documents of the RFP.
- On February 7, 2023 a Non-Mandatory Site Visit was held for a tour of the City's Facilities.
- On February 8, 2023, a Non-Mandatory Proposal Conference was held. The purpose of the conference is to provide the City and prospective Proposers the opportunity to clarify and discuss the solicitation process, terms, conditions, and scope of services.
- Three (3) addendums were issued to make changes to the terms, conditions, scope of services to the RFP documents.
- On March 3, 2023 at 11:00 a.m., the due date and time, the Purchasing and Contract Administration Division closed and unsealed the six (6) proposals received. The proposals were reviewed by the Purchasing and Contract Administration Division to ensure each proposal met the RFP requirements.
- One (1) Proposer, Global Services (Imperial Cleaning Corp.) submitted a No Bid. They did not receive any notification of Bid 23-08-BA until Feb. 9, 2023, day after non-mandatory walk through of facilities. By user login: ops@globalservices.gs. This proposer is registered with the City in the eProcurement Marketplace solicitation system. Global Services (Imperial Cleaning Corp.) was sent the invitation notification to this solicitation on January 30, 2023 through the City's eProcurement Marketplace electronic bid system on the solicitation issue date.
- One (1) Proposer, ZCM, Inc. response was deemed non-responsive due to the following:

- Did not provide the required Bid Bond. Bid Bond must be received prior to the competitive solicitation closing date and time as a condition of responsiveness, and shall either be mailed or hand-delivered to the Purchasing Division, 401 SW 4th Street, Deerfield Beach, FL 33441 (Central City Campus, Bldg. A., 2nd Floor) during normal business hours (8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays observed by the City). Offerors who do not submit a bid security prior to the competitive solicitation close date and time shall be deem their response as non-responsive and rejected from the award.
- Subsequently, each member of the evaluation committee assigned by the City Manager received their evaluation packages that consisted of: evaluation committee policies and procedures, evaluation sheets.
- Each evaluation committee member independently reviewed and scored the proposals in accordance with the criteria/points stated in the RFP prior to the first public evaluation meeting held on March 16, 2023 at 9:00 a.m. EST. The Evaluation Committee consisted of: Teresa Rynard, Director of Parks & Recreation; Josef Farbiarz, Capital Projects Engineer; Jonathan Salas, Director of Community Services.
- The proposals were evaluated based on the following Criteria/Points:

Criteria	Points
Experience, Capacity and References	30
Project Approach and Methodology (including quality control)	30
Key Personnel	25
Price Proposal	15
	100

- The proposals were ranked as follows for Group 1 (Locations):

Ranking	Teresa Rynard	Josef Farbiarz	Jonathan Salas	Total Average Points	Ranking
Amer-Plus Janitorial & Maintenance LLC	85.05	98.70	75.60	86.45	1
Sunshine Cleaning Systems, LLC	90	76	90	85.33	2
Chi-Ada Corporation	55	95	83	77.66	3
McKenzies Cleaning, Inc.	81.90	66.15	81.90	76.65	4
Clean Space, Inc.	72	73	72	72.33	5

- The proposals were ranked as follows for Group 2 (Locations):

Ranking	Teresa Rynard	Josef Farbiarz	Jonathan Salas	Total Average Points	Ranking
Amer-Plus Janitorial & Maintenance LLC	85.05	102.90	75.60	87.85	1
Sunshine Cleaning Systems, LLC	90	65	81	78.66	2
Chi-Ada Corporation	55	95	83	77.66	3
McKenzies Cleaning, Inc.	84	59.85	73.50	72.45	4
Clean Space, Inc.	67	68	75	70	5

- The proposals were ranked as follows for Group 3 (Locations):

Ranking	Teresa Rynard	Josef Farbiarz	Jonathan Salas	Total Average Points	Ranking
Amer-Plus Janitorial & Maintenance LLC	85.05	95.55	75.60	87.85	1
Sunshine Cleaning Systems, LLC	85	76	91	84	2
Chi-Ada Corporation	55	95	83	77.66	3
McKenzies Cleaning, Inc.	81.90	64.05	78.75	72.45	4
Clean Space, Inc.	67	68	75	70	5

- The proposals were ranked as follows for Group 4 (Locations):

Ranking	Teresa Rynard	Josef Farbiarz	Jonathan Salas	Total Average Points	Ranking
Amer-Plus Janitorial & Maintenance LLC	85.05	95.55	75.60	87.85	1
Sunshine Cleaning Systems, LLC	85	73	91	83	2

Chi-Ada Corporation	55	95	83	77.66	3
McKenzies Cleaning, Inc.	81.90	59.85	76.65	72.80	4
Clean Space, Inc.	67	75	75	72.33	5

- Two (2) Offerors (Amer-Plus Janitorial & Maintenance LLC and McKenzies Cleaning, Inc.) provided evidence for the Disadvantaged Business Enterprise Program stated in the RFP documents. As required per City Ordinance Section 38-130, the Evaluation Scores for these two (2) Offerors were adjusted upward by five (5) percent. The adjusted Evaluation Scores are reflected in the above ranking chart.
- Following the ranking, Teresa Rynard made a motion to conduct Oral Presentations/Interviews with the top three (3) ranked Proposers, Amer-Plus Janitorial & Maintenance LLC, Sunshine Cleaning Systems, LLC; Chi-Ada Corporation. This motion was seconded by Jonathan Salas. The Evaluation Committee was unanimous in their decision to conduct Oral Presentations/Interviews with the top three (3) ranked Proposers.
- On March 31, 2023, Oral Presentations/Interviews were conducted as follows:

PROPOSER	TIME
Chi-Ada Corporation	9:00 AM
Sunshine Cleaning Systems, LLC	9:45 AM
Amer-Plus Janitorial & Maintenance LLC	10:30 AM

- On March 31, 2023 at 11:30 a.m. EST, following the Oral Presentations/Interviews, an Evaluation Committee meeting was held. The Evaluation Committee were provided with their initial Evaluation Sheets (from the initial Evaluation Committee meeting) and the Final Evaluation Sheets (after Oral Presentations/Interviews) which was independently filled-out after their discussions.
- The proposals were evaluated based on the same criteria/points as the initial Evaluation Committee meeting.
- The results of the final ranking (After Oral Presentations/Interviews) are as follows:
- The proposals were ranked as follows for Group 1 (Locations):

Ranking	Teresa Rynard	Josef Farbiarz	Jonathan Salas	Total Average Points	Ranking
Sunshine Cleaning Systems, LLC	90	99	90	93	1
Amer-Plus Janitorial & Maintenance LLC	85.05	100.8	87.15	91	2

Chi-Ada Corporation	45	90	82	72.33	3
----------------------------	----	----	----	-------	---

- The proposals were ranked as follows for Group 2 (Locations):

Ranking	Teresa Rynard	Josef Farbiarz	Jonathan Salas	Total Average Points	Ranking
Amer-Plus Janitorial & Maintenance LLC	94.50	105	87.15	95.55	1
Sunshine Cleaning Systems, LLC	90	95	86	90.33	2
Chi-Ada Corporation	45	90	80	71.66	3

- The proposals were ranked as follows for Group 3 (Locations):

Ranking	Teresa Rynard	Josef Farbiarz	Jonathan Salas	Total Average Points	Ranking
Amer-Plus Janitorial & Maintenance LLC	94.50	97.65	95.55	95.90	1
Sunshine Cleaning Systems, LLC	91	100	91	90.33	2
Chi-Ada Corporation	45	85	83	71	3

- The proposals were ranked as follows for Group 4 (Locations):

Ranking	Teresa Rynard	Josef Farbiarz	Jonathan Salas	Total Average Points	Ranking
Amer-Plus Janitorial & Maintenance LLC	96.60	102.90	87.15	95.55	1
Sunshine Cleaning Systems, LLC	87	96	91	91.33	2
Chi-Ada Corporation	45	90	83	72.66	3

- One (1) Offeror (Amer-Plus Janitorial & Maintenance LLC) provided evidence for the Disadvantaged Business Enterprise Program stated in the RFP documents. As required per City Ordinance Section 38-130, the Evaluation Scores for this Offeror was adjusted upward by five (5) percent. The adjusted Evaluation Scores are reflected in the above ranking chart.
- Following the final ranking (after oral presentations), Teresa Rynard made a motion to recommend to the City Commission, to approve the ranking and award a contract to the first ranked proposer for Group 1 – Locations (Sunshine Cleaning Systems, LLC) and to the first ranked proposer for Group 2 – Locations, Group 3 – Locations and Group 4 – Locations (Amer-Plus Janitorial & Maintenance LLC). This motion was seconded by Jonathan Salas. The Evaluation Committee was unanimous in their decision.
- The City reserves the right to award to multiple proposers as stated in the RFP Package documents under Section II – Evaluation and Award Procedures, Item 2(a). Method of Award - Multiple Vendors by Group. Award of this contract will be made to the highest ranked responsive, responsible proposer(s) on a group-by-group basis. (subject to successful negotiation and approval of an agreement by the City Commission). To be considered for award by group, the vendor shall offer prices for all items within a given group. If a vendor fails to submit an offer for all items within the group, its offer for that specific group may be rejected. Award to multiple vendors is made for the convenience of the City. The City reserves the right to award to the second highest Proposer if deemed in the best interest of the City to award to multiple Proposers.
- Reference checks were conducted on both Amer-Plus Janitorial & Maintenance LLC and Sunshine Cleaning Systems, LLC revealing positive ratings.
- Documentation related to this solicitation may be obtained by e-mailing sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, the Evaluation Committee is recommending to the City Commission, to approve the ranking and award a contract with the first ranked proposer for Group 1 – Locations (Sunshine Cleaning Systems, LLC) and to the first ranked proposer for Group 2 – Locations, Group 3 – Locations and Group 4 – Locations (Amer-Plus Janitorial & Maintenance LLC).

Please use this memorandum and all attachments as your backup to the City Manager for the next available City Commission Meeting.

Att. Tabulation Sheets, Tabulation Summary, Scope of Work

1	Group 1: Total Annual Amount for Group 1: Location ID #'s 1, 2, 3, 4, 5, 6, 7, 9A, 9B, 11, 12A, 12B, 13, 14, 23, 26, 39, 40, 41 (includes: cleanings per/day for 365 days for all Group locations for Items 2 through 20 listed below)
---	---

Supplier	QTY	UOM	Price	Extended	Supplier Notes
Chi-Ada Corporation	1	Annually	\$1,027.05	\$1,027.05	
Mckenzie's Cleaning Inc!	1	Annually	\$230,687.26	\$230,687.26	
Sunshine Cleaning Systems LLC	1	Annually	\$348,619.77	\$348,619.77	
CLEAN SPACE INC	1	Annually	\$423,053.53	\$423,053.53	
Amer-Plus Janitorial & Maintenance LLC	1	Annually	\$431,596.12	\$431,596.12	

2	Part of Group 1 - Location ID #1: BSO Deerfield Beach Substation (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)
---	---

Supplier	QTY	UOM	Price	Extended	Supplier Notes
Mckenzie's Cleaning Inc!	1	ea	\$127.96		
Chi-Ada Corporation	1	ea	\$146.25		
Sunshine Cleaning Systems LLC	1	ea	\$173.29		
Amer-Plus Janitorial & Maintenance LLC	1	ea	\$191.99		
CLEAN SPACE INC	1	ea	\$451.52		

3	Part of Group 1 - Location ID #2: Center for Active Aging - Adult Day Services Building (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)
---	--

Supplier	QTY	UOM	Price	Extended	Supplier Notes
Mckenzie's Cleaning Inc!	1	ea	\$21.32		
Sunshine Cleaning Systems LLC	1	ea	\$23.62		
Chi-Ada Corporation	1	ea	\$25.87		
CLEAN SPACE INC	1	ea	\$27.89		
Amer-Plus Janitorial & Maintenance LLC	1	ea	\$31.91		

4	Part of Group 1 - Location ID #3: Center for Active Aging - Alzheimer's Day Care Center (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)
---	--

Supplier	QTY	UOM	Price	Extended	Supplier Notes
Mckenzie's Cleaning Inc!	1	ea	\$21.32		
Sunshine Cleaning Systems LLC	1	ea	\$26.14		
CLEAN SPACE INC	1	ea	\$32.97		
Chi-Ada Corporation	1	ea	\$49.37		
Amer-Plus Janitorial & Maintenance LLC	1	ea	\$53.74		

5	Part of Group 1 - Location ID #4: Center for Active Aging - Preschool Building (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Mckenzie's Cleaning Inc!	1	ea	\$21.32		
	Sunshine Cleaning Systems LLC	1	ea	\$23.48		
	Chi-Ada Corporation	1	ea	\$25.87		
	CLEAN SPACE INC	1	ea	\$26.62		
	Amer-Plus Janitorial & Maintenance LLC	1	ea	\$31.91		
6	Part of Group 1 - Location ID #5: Center for Active Aging - Senior Center with Breezeway Restrooms (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Mckenzie's Cleaning Inc!	1	ea	\$31.88		
	Sunshine Cleaning Systems LLC	1	ea	\$36.53		
	CLEAN SPACE INC	1	ea	\$54.67		
	Amer-Plus Janitorial & Maintenance LLC	1	ea	\$75.57		
	Z&C SERVICES	1	ea	\$86.61		
	Chi-Ada Corporation	1	ea	\$188.00		
7	Part of Group 1 - Location ID #6: Central City Campus Building A (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Chi-Ada Corporation	1	ea	\$30.00		
	Mckenzie's Cleaning Inc!	1	ea	\$149.23		
	Sunshine Cleaning Systems LLC	1	ea	\$176.35		
	Amer-Plus Janitorial & Maintenance LLC	1	ea	\$239.29		
	CLEAN SPACE INC	1	ea	\$242.45		
8	Part of Group 1 - Location ID #7: Central City Campus Building B (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Mckenzie's Cleaning Inc!	1	ea	\$31.91		
	Sunshine Cleaning Systems LLC	1	ea	\$34.48		
	CLEAN SPACE INC	1	ea	\$44.19		
	Amer-Plus Janitorial & Maintenance LLC	1	ea	\$53.74		
	Chi-Ada Corporation	1	ea	\$286.20		

9	Part of Group 1 - Location ID #9A: City Hall (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Chi-Ada Corporation	1	ea	\$65.00	
	Mckenzie's Cleaning Inc!	1	ea	\$106.59	
	CLEAN SPACE INC	1	ea	\$156.41	
	Sunshine Cleaning Systems LLC	1	ea	\$194.08	
	Amer-Plus Janitorial & Maintenance LLC	1	ea	\$206.55	
10	Part of Group 1 - Location ID #9B: City Hall - Restrooms (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Mckenzie's Cleaning Inc!	2	ea	\$42.64	
	CLEAN SPACE INC	2	ea	\$44.19	
	Sunshine Cleaning Systems LLC	2	ea	\$48.89	
	Amer-Plus Janitorial & Maintenance LLC	2	ea	\$53.74	
	Chi-Ada Corporation	2	ea	\$101.25	
11	Part of Group 1 - Location ID #11: CRA (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Amer-Plus Janitorial & Maintenance LLC	1	ea	\$27.55	
	Mckenzie's Cleaning Inc!	1	ea	\$33.26	
	Chi-Ada Corporation	1	ea	\$33.75	
	Sunshine Cleaning Systems LLC	1	ea	\$45.80	
	CLEAN SPACE INC	1	ea	\$66.20	
12	Part of Group 1 - Location ID #12A: Environmental Services (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Mckenzie's Cleaning Inc!	1	ea	\$21.32	
	Chi-Ada Corporation	1	ea	\$21.60	
	CLEAN SPACE INC	1	ea	\$43.97	
	Sunshine Cleaning Systems LLC	1	ea	\$48.52	
	Amer-Plus Janitorial & Maintenance LLC	1	ea	\$53.74	

13	Part of Group 1 - Location ID #12B: Environmental Services - Restrooms (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Chi-Ada Corporation	2	ea	\$21.60		
	CLEAN SPACE INC	2	ea	\$29.23		
	Mckenzie's Cleaning Inc!	2	ea	\$42.64		
	Sunshine Cleaning Systems LLC	2	ea	\$48.52		
	Amer-Plus Janitorial & Maintenance LLC	2	ea	\$53.74		
14	Part of Group 1 - Location ID #13: FDOT Building (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Mckenzie's Cleaning Inc!	1	ea	\$31.98		
	CLEAN SPACE INC	1	ea	\$40.45		
	Amer-Plus Janitorial & Maintenance LLC	1	ea	\$42.83		
	Sunshine Cleaning Systems LLC	1	ea	\$48.52		
	Chi-Ada Corporation	1	ea	\$113.29		
15	Part of Group 1 - Location ID #14: Fire Station #102 (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Chi-Ada Corporation	1	ea	\$30.38		
	Mckenzie's Cleaning Inc!	1	ea	\$85.27		
	Sunshine Cleaning Systems LLC	1	ea	\$115.23		
	Amer-Plus Janitorial & Maintenance LLC	1	ea	\$148.34		
	CLEAN SPACE INC	1	ea	\$148.93		
16	Part of Group 1 - Location ID #23: Middle School Athletic Complex Football Restrooms Press Box (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Mckenzie's Cleaning Inc!	1	ea	\$21.32		
	Sunshine Cleaning Systems LLC	1	ea	\$24.62		
	CLEAN SPACE INC	1	ea	\$26.91		
	Chi-Ada Corporation	1	ea	\$30.38		
	Amer-Plus Janitorial & Maintenance LLC	1	ea	\$31.91		

17	Part of Group 1 - Location ID #26: Old School House (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Amer-Plus Janitorial & Maintenance LLC	1	ea	\$21.00		
	Mckenzie's Cleaning Inc!	1	ea	\$21.32		
	CLEAN SPACE INC	1	ea	\$25.82		
	Sunshine Cleaning Systems LLC	1	ea	\$48.52		
	Chi-Ada Corporation	1	ea	\$208.23		
18	Part of Group 1 - Location ID #39: Water Plant (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Chi-Ada Corporation	1	ea	\$25.00		
	Mckenzie's Cleaning Inc!	1	ea	\$31.98		
	Sunshine Cleaning Systems LLC	1	ea	\$48.52		
	CLEAN SPACE INC	1	ea	\$51.67		
	Amer-Plus Janitorial & Maintenance LLC	1	ea	\$53.74		
	Z&C SERVICES	1	ea	\$81.20		
19	Part of Group 1 - Location ID #40: West Deerfield Community Center (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Chi-Ada Corporation	1	ea	\$25.00		
	Mckenzie's Cleaning Inc!	1	ea	\$31.98		
	Sunshine Cleaning Systems LLC	1	ea	\$48.52		
	CLEAN SPACE INC	1	ea	\$56.16		
	Amer-Plus Janitorial & Maintenance LLC	1	ea	\$64.66		
20	Part of Group 1 - Location ID #41: Fire Station #4 - 2nd Floor (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Chi-Ada Corporation	1	ea	\$30.38		
	Mckenzie's Cleaning Inc!	1	ea	\$31.98		
	Sunshine Cleaning Systems LLC	1	ea	\$48.52		
	CLEAN SPACE INC	1	ea	\$56.16		
	Amer-Plus Janitorial & Maintenance LLC	1	ea	\$64.66		

21	Part of Group 1 - Initial Cleaning to bring all facilities up to the required contract standards.
----	--

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
CLEAN SPACE INC	1	Lump Sum	\$100.00	\$100.00	
Chi-Ada Corporation	1	Lump Sum	\$575.00	\$575.00	
Mckenzie's Cleaning Inc!	1	Lump Sum	\$3,750.00	\$3,750.00	
Sunshine Cleaning Systems LLC	1	Lump Sum	\$5,362.23	\$5,362.23	
Amer-Plus Janitorial & Maintenance LLC	1	Lump Sum	\$27,150.61	\$27,150.61	

22	Part of Group 1 - Hourly Rate for Special Events
----	---

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
Chi-Ada Corporation	1	hr	\$20.25		
Sunshine Cleaning Systems LLC	1	hr	\$23.457		
CLEAN SPACE INC	1	hr	\$25.00		
Amer-Plus Janitorial & Maintenance LLC	1	hr	\$25.00		
Mckenzie's Cleaning Inc!	1	hr	\$30.00		

23	Part of Group 1- Hourly Rate for Athletic Events
----	---

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
Chi-Ada Corporation	1	hr	\$20.25		
CLEAN SPACE INC	1	hr	\$25.00		
Amer-Plus Janitorial & Maintenance LLC	1	hr	\$25.00		
Sunshine Cleaning Systems LLC	1	hr	\$25.43		
Mckenzie's Cleaning Inc!	1	hr	\$30.00		

24	Part of Group 1 - Hourly Rate for On-Demand or Emergency Services
----	--

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
Chi-Ada Corporation	1	hr	\$20.25		
CLEAN SPACE INC	1	hr	\$30.00		
Sunshine Cleaning Systems LLC	1	hr	\$34.65		
Mckenzie's Cleaning Inc!	1	hr	\$40.00		
Amer-Plus Janitorial & Maintenance LLC	1	hr	\$45.00		

25	Group 2: Total Annual Amount for Group 2: Location ID #'s 8, 17, 24, 25, 35 (includes: cleanings per/day for 365 days for all Group locations for Items 26 through 30 listed below)
----	--

Supplier	QTY	UOM	Price	Extended	Supplier Notes
Chi-Ada Corporation	1	Annually	\$1,431.00	\$1,431.00	
CLEAN SPACE INC	1	Annually	\$32,801.94	\$32,801.94	
Amer-Plus Janitorial & Maintenance LLC	1	Annually	\$119,977.60	\$119,977.60	
Mckenzie's Cleaning Inc!	1	Annually	\$202,314.78	\$202,314.78	
Sunshine Cleaning Systems LLC	1	Annually	\$699,923.19	\$699,923.19	

26	Part of Group 2 - Location ID #8: Central Public Restrooms (includes: from opening facility to closing facility continuous cleanings per/day, cost for continuous cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	CLEAN SPACE INC	1	day	\$23.78		
	Amer-Plus Janitorial & Maintenance LLC	1	day	\$40.64		
	Mckenzie's Cleaning Inc!	1	day	\$111.16		
	Chi-Ada Corporation	1	day	\$286.20		
	Sunshine Cleaning Systems LLC	1	day	\$419.25		
27	Part of Group 2 - Location ID #17: International Fishing Pier Bait Shop (includes: from opening facility to closing facility continuous cleanings per/day, cost for continuous cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	CLEAN SPACE INC	1	day	\$17.47		
	Mckenzie's Cleaning Inc!	1	day	\$111.16		
	Amer-Plus Janitorial & Maintenance LLC	1	day	\$162.89		
	Chi-Ada Corporation	1	day	\$286.20		
	Sunshine Cleaning Systems LLC	1	day	\$465.36		
28	Part of Group 2 - Location ID #24: North Beach Restrooms (includes: from opening facility to closing facility continuous cleanings per/day, cost for continuous cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	CLEAN SPACE INC	1	day	\$28.47		
	Amer-Plus Janitorial & Maintenance LLC	1	day	\$71.20		
	Mckenzie's Cleaning Inc!	1	day	\$111.16		
	Chi-Ada Corporation	1	day	\$286.20		
	Sunshine Cleaning Systems LLC	1	day	\$419.25		
29	Part of Group 2 - Location ID #25: Observation Deck (includes: from opening facility to closing facility continuous cleanings per/day, cost for continuous cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	CLEAN SPACE INC	1	day	\$28.14		
	Amer-Plus Janitorial & Maintenance LLC	1	day	\$71.20		
	Mckenzie's Cleaning Inc!	1	day	\$111.16		
	Sunshine Cleaning Systems LLC	1	day	\$201.38		
	Chi-Ada Corporation	1	day	\$826.20		

30	Part of Group 2 - Location ID #35: South Beach Restrooms (includes: from opening facility to closing facility continuous cleanings per/day, cost for continuous cleaning per facility per/day, total cost per/day)				
-----------	---	--	--	--	--

Supplier	QTY	UOM	Price	Extended	Supplier Notes
CLEAN SPACE INC	1	day	\$28.31		
Amer-Plus Janitorial & Maintenance LLC	1	day	\$71.20		
Mckenzie's Cleaning Inc!	1	day	\$111.16		
Chi-Ada Corporation	1	day	\$286.20		
Sunshine Cleaning Systems LLC	1	day	\$419.25		

31	Part of Group 2 - Initial Cleaning to bring all facilities up to the required contract standards.				
-----------	--	--	--	--	--

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
CLEAN SPACE INC	1	Lump Sum	\$100.00	\$100.00	
Chi-Ada Corporation	1	Lump Sum	\$450.00	\$450.00	
Amer-Plus Janitorial & Maintenance LLC	1	Lump Sum	\$1,383.55	\$1,383.55	
Mckenzie's Cleaning Inc!	1	Lump Sum	\$1,750.00	\$1,750.00	
Sunshine Cleaning Systems LLC	1	Lump Sum	\$6,815.94	\$6,815.94	

32	Part of Group 2 - Hourly Rate for Special Events				
-----------	---	--	--	--	--

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
Chi-Ada Corporation	1	hr	\$20.25		
Sunshine Cleaning Systems LLC	1	hr	\$23.45		
CLEAN SPACE INC	1	hr	\$25.00		
Amer-Plus Janitorial & Maintenance LLC	1	hr	\$25.00		
Mckenzie's Cleaning Inc!	1	hr	\$30.00		

33	Part of Group 2 - Hourly Rate for Athletic Events				
-----------	--	--	--	--	--

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
Chi-Ada Corporation	1	hr	\$20.25		
CLEAN SPACE INC	1	hr	\$25.00		
Amer-Plus Janitorial & Maintenance LLC	1	hr	\$25.00		
Sunshine Cleaning Systems LLC	1	hr	\$25.43		
Mckenzie's Cleaning Inc!	1	hr	\$30.00		

34	Part of Group 2 - Hourly Rate for On-Demand or Emergency Services				
-----------	--	--	--	--	--

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
Chi-Ada Corporation	1	hr	\$20.25		
CLEAN SPACE INC	1	hr	\$30.00		
Sunshine Cleaning Systems LLC	1	hr	\$34.65		
Mckenzie's Cleaning Inc!	1	hr	\$40.00		
Amer-Plus Janitorial & Maintenance LLC	1	hr	\$45.00		

35	Group 3: Total Annual Amount for Group 3: Location ID #'s 10, 15,, 16, 18A, 18B, 19, 20A, 20B, 21A, 21B, 22, 27, 30, 31, 32, 33A, 33B, 34A, 34B, 36,38A, 38B (includes: cleanings per/day for 365 days for all Group locations for Items 36 through 56 listed below)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Chi-Ada Corporation	1	Annually	\$955.54	\$955.54	
	CLEAN SPACE INC	1	Annually	\$199,491.67	\$199,491.67	
	Sunshine Cleaning Systems LLC	1	Annually	\$201,052.52	\$201,052.52	
	Mckenzie's Cleaning Inc!	1	Annually	\$207,207.41	\$207,207.41	
	Amer-Plus Janitorial & Maintenance LLC	1	Annually	\$232,937.45	\$232,937.45	
36	Part of Group 3 - Location ID #10: Constitution Park Recreation Center (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Chi-Ada Corporation	1	ea	\$30.00		
	Mckenzie's Cleaning Inc!	1	ea	\$33.19		
	CLEAN SPACE INC	1	ea	\$38.96		
	Sunshine Cleaning Systems LLC	1	ea	\$46.96		
	Amer-Plus Janitorial & Maintenance LLC	1	ea	\$61.02		
37	Part of Group 3 - Location ID #16: Hillsboro Community Center (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Chi-Ada Corporation	1	ea	\$30.00		
	Mckenzie's Cleaning Inc!	1	ea	\$33.18		
	CLEAN SPACE INC	1	ea	\$34.86		
	Sunshine Cleaning Systems LLC	1	ea	\$46.96		
	Amer-Plus Janitorial & Maintenance LLC	1	ea	\$54.91		
38	Part of Group 3 - Location ID #18A: Johnnie McKeithen Park Restrooms - Monday through Thursday (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Mckenzie's Cleaning Inc!	1	ea	\$22.17		
	Sunshine Cleaning Systems LLC	1	ea	\$24.02		
	Amer-Plus Janitorial & Maintenance LLC	1	ea	\$27.55		
	CLEAN SPACE INC	1	ea	\$27.60		
	Chi-Ada Corporation	1	ea	\$30.00		

39	Part of Group 3 - Location ID #18B: Johnnie McKeithen Park Restrooms - Friday through Sunday Lifeguard Headquarters (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Sunshine Cleaning Systems LLC	2	ea	\$24.02		
	Amer-Plus Janitorial & Maintenance LLC	2	ea	\$36.28		
	Mckenzie's Cleaning Inc!	2	ea	\$44.34		
	Chi-Ada Corporation	2	ea	\$45.00		
	CLEAN SPACE INC	2	ea	\$48.95		
40	Part of Group 3 - Location ID #19: Lifeguard Headquarters (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Mckenzie's Cleaning Inc!	1	ea	\$22.23		
	CLEAN SPACE INC	1	ea	\$24.60		
	Chi-Ada Corporation	1	ea	\$30.00		
	Sunshine Cleaning Systems LLC	1	ea	\$34.78		
	Amer-Plus Janitorial & Maintenance LLC	1	ea	\$40.64		
41	Part of Group 3 - Location ID #20A: Mayo Howard Restrooms - Monday through Thursday (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Sunshine Cleaning Systems LLC	1	ea	\$24.02		
	CLEAN SPACE INC	1	ea	\$27.34		
	Chi-Ada Corporation	1	ea	\$30.00		
	Mckenzie's Cleaning Inc!	1	ea	\$44.34		
	Amer-Plus Janitorial & Maintenance LLC	1	ea	\$53.74		
42	Part of Group 3 - Location ID #20B: Mayo Howard Restrooms - Friday through Sunday (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Mckenzie's Cleaning Inc!	2	ea	\$22.17		
	Sunshine Cleaning Systems LLC	2	ea	\$24.02		
	Amer-Plus Janitorial & Maintenance LLC	2	ea	\$36.28		
	Chi-Ada Corporation	2	ea	\$45.00		
	CLEAN SPACE INC	2	ea	\$48.60		

43	Part of Group 3 - Location ID #21A: Middle School Aquatic Center (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	CLEAN SPACE INC	1	ea	\$25.65		
	Chi-Ada Corporation	1	ea	\$30.00		
	Mckenzie's Cleaning Inc!	1	ea	\$33.26		
	Amer-Plus Janitorial & Maintenance LLC	1	ea	\$40.64		
	Sunshine Cleaning Systems LLC	1	ea	\$48.04		
44	Part of Group 3 - Location ID #21B: Middle School Aquatic Center - Restrooms (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Mckenzie's Cleaning Inc!	2	ea	\$44.46		
	Chi-Ada Corporation	2	ea	\$45.00		
	Sunshine Cleaning Systems LLC	2	ea	\$48.04		
	CLEAN SPACE INC	2	ea	\$48.75		
	Amer-Plus Janitorial & Maintenance LLC	2	ea	\$71.20		
45	Part of Group 3 - Location ID #22: Middle School Athletic Complex Baseball Restrooms 2nd Floor Office (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Mckenzie's Cleaning Inc!	1	ea	\$22.23		
	Sunshine Cleaning Systems LLC	1	ea	\$24.62		
	CLEAN SPACE INC	1	ea	\$25.01		
	Chi-Ada Corporation	1	ea	\$32.35		
	Amer-Plus Janitorial & Maintenance LLC	1	ea	\$40.64		
46	Part of Group 3 - Location ID #27: Oveta McKeithen Recreational Complex East Concession (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	CLEAN SPACE INC	2	ea	\$12.46		
	Amer-Plus Janitorial & Maintenance LLC	2	ea	\$15.18		
	Sunshine Cleaning Systems LLC	2	ea	\$23.48		
	Mckenzie's Cleaning Inc!	2	ea	\$44.46		
	Chi-Ada Corporation	2	ea	\$45.00		

47	Part of Group 3 - Location ID #30: Oveta McKeithen Recreational Complex West Concession (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Sunshine Cleaning Systems LLC	2	ea	\$23.48		
	CLEAN SPACE INC	2	ea	\$28.11		
	Amer-Plus Janitorial & Maintenance LLC	2	ea	\$40.64		
	Mckenzie's Cleaning Inc!	2	ea	\$44.46		
	Chi-Ada Corporation	2	ea	\$45.00		
48	Part of Group 3 - Location ID #31: Pioneer Park Baseball Restrooms (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Sunshine Cleaning Systems LLC	2	ea	\$23.48		
	CLEAN SPACE INC	2	ea	\$27.81		
	Amer-Plus Janitorial & Maintenance LLC	2	ea	\$40.64		
	Mckenzie's Cleaning Inc!	2	ea	\$44.46		
	Chi-Ada Corporation	2	ea	\$45.00		
49	Part of Group 3 - Location ID #32: Pioneer Park Cemetery / Tennis Center (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Mckenzie's Cleaning Inc!	1	ea	\$22.23		
	Sunshine Cleaning Systems LLC	1	ea	\$23.48		
	Amer-Plus Janitorial & Maintenance LLC	1	ea	\$25.36		
	CLEAN SPACE INC	1	ea	\$36.41		
	Chi-Ada Corporation	1	ea	\$45.00		
50	Part of Group 3 - Location ID #33A: Pioneer Park East Boat Dock Restrooms - Monday through Thursday (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Amer-Plus Janitorial & Maintenance LLC	1	ea	\$18.81		
	Mckenzie's Cleaning Inc!	1	ea	\$22.17		
	Sunshine Cleaning Systems LLC	1	ea	\$24.023		
	CLEAN SPACE INC	1	ea	\$31.98		
	Chi-Ada Corporation	1	ea	\$45.00		

51	Part of Group 3 - Location ID #33B: Pioneer Park East Boat Dock Restrooms - Friday through Sunday (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Amer-Plus Janitorial & Maintenance LLC	2	ea	\$23.18		
	Sunshine Cleaning Systems LLC	2	ea	\$24.02		
	Chi-Ada Corporation	2	ea	\$32.35		
	Mckenzie's Cleaning Inc!	2	ea	\$44.34		
	CLEAN SPACE INC	2	ea	\$57.81		
52	Part of Group 3 - Location ID #34A: Pioneer Park West Boat Dock Restrooms - Monday through Thursday (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Amer-Plus Janitorial & Maintenance LLC	1	ea	\$18.81		
	Mckenzie's Cleaning Inc!	1	ea	\$22.17		
	Sunshine Cleaning Systems LLC	1	ea	\$24.02		
	CLEAN SPACE INC	1	ea	\$31.98		
	Chi-Ada Corporation	1	ea	\$32.35		
53	Part of Group 3 - Location ID #34B: Pioneer Park West Boat Dock Restrooms - Friday through Sunday (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Amer-Plus Janitorial & Maintenance LLC	2	ea	\$23.18		
	Sunshine Cleaning Systems LLC	2	ea	\$24.02		
	Chi-Ada Corporation	2	ea	\$32.25		
	Mckenzie's Cleaning Inc!	2	ea	\$44.34		
	CLEAN SPACE INC	2	ea	\$57.81		
54	Part of Group 3 - Location ID #36: Sullivan Park Restrooms (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Sunshine Cleaning Systems LLC	2	ea	\$23.48		
	CLEAN SPACE INC	2	ea	\$29.13		
	Chi-Ada Corporation	2	ea	\$32.35		
	Mckenzie's Cleaning Inc!	2	ea	\$44.46		
	Amer-Plus Janitorial & Maintenance LLC	2	ea	\$71.20		

55	Part of Group 3 - Location ID #38A: Villages of Hillsboro Park Restrooms - Monday through Thursday (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Amer-Plus Janitorial & Maintenance LLC	1	ea	\$11.25		
	Mckenzie's Cleaning Inc!	1	ea	\$22.17		
	Sunshine Cleaning Systems LLC	1	ea	\$24.026		
	Chi-Ada Corporation	1	ea	\$32.25		
	CLEAN SPACE INC	1	ea	\$54.33		
56	Part of Group 3 - Location ID #38B: Villages of Hillsboro Park Restrooms - Friday through Sunday (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Amer-Plus Janitorial & Maintenance LLC	2	ea	\$23.18		
	Sunshine Cleaning Systems LLC	2	ea	\$24.02		
	CLEAN SPACE INC	2	ea	\$27.22		
	Chi-Ada Corporation	2	ea	\$32.25		
	Mckenzie's Cleaning Inc!	2	ea	\$44.34		
57	Part of Group 3 - Initial Cleaning to bring all facilities up to the required contract standards.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	CLEAN SPACE INC	1	Lump Sum	\$3.65	\$3.65	
	Mckenzie's Cleaning Inc!	1	Lump Sum	\$2,500.00	\$2,500.00	
	Chi-Ada Corporation	1	Lump Sum	\$3,160.50	\$3,160.50	
	Amer-Plus Janitorial & Maintenance LLC	1	Lump Sum	\$4,002.45	\$4,002.45	
	Sunshine Cleaning Systems LLC	1	Lump Sum	\$4,826.65	\$4,826.65	
58	Part of Group 3 - Hourly Rate for Special Events					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Sunshine Cleaning Systems LLC	1	hr	\$23.45		
	CLEAN SPACE INC	1	hr	\$25.00		
	Amer-Plus Janitorial & Maintenance LLC	1	hr	\$25.00		
	Chi-Ada Corporation	1	hr	\$26.00		
	Mckenzie's Cleaning Inc!	1	hr	\$30.00		

59	Part of Group 3- Hourly Rate for Athletic Events					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	CLEAN SPACE INC	1	hr	\$25.00		
	Amer-Plus Janitorial & Maintenance LLC	1	hr	\$25.00		
	Sunshine Cleaning Systems LLC	1	hr	\$25.43		
	Chi-Ada Corporation	1	hr	\$26.00		
	Mckenzie's Cleaning Inc!	1	hr	\$30.00		
60	Part of Group 3 - Hourly Rate for On-Demand or Emergency Services					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Chi-Ada Corporation	1	hr	\$26.00		
	CLEAN SPACE INC	1	hr	\$30.00		
	Sunshine Cleaning Systems LLC	1	hr	\$34.65		
	Mckenzie's Cleaning Inc!	1	hr	\$40.00		
	Amer-Plus Janitorial & Maintenance LLC	1	hr	\$45.00		
61	Group 4: Total Annual Amount for Group 4: Location ID #'s 28, 29A, 29B, 37 (includes: cleanings per/day for 365 days for all Group locations for Items 62 through 65 listed below)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	CLEAN SPACE INC	1	Annually	\$30,433.21	\$30,433.21	
	Sunshine Cleaning Systems LLC	1	Annually	\$40,151.71	\$40,151.71	
	Amer-Plus Janitorial & Maintenance LLC	1	Annually	\$45,502.93	\$45,502.93	
	Mckenzie's Cleaning Inc!	1	Annually	\$48,422.52	\$48,422.52	
	Chi-Ada Corporation	1	Annually	\$353,262.00	\$353,262.00	
62	Part of Group 4 - Location ID #28: Oveta McKeithen Recreational Complex Gymnasium (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Sunshine Cleaning Systems LLC	2	ea	\$23.48		
	CLEAN SPACE INC	2	ea	\$30.89		
	Amer-Plus Janitorial & Maintenance LLC	2	ea	\$36.28		
	Mckenzie's Cleaning Inc!	2	ea	\$44.34		
	Chi-Ada Corporation	2	ea	\$162.00		

63	Part of Group 4 - Location ID #29A: Oveta McKeithen Recreational Complex Tigner Center (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	CLEAN SPACE INC	1	ea	\$20.76	
	Sunshine Cleaning Systems LLC	1	ea	\$23.48	
	Amer-Plus Janitorial & Maintenance LLC	1	ea	\$36.28	
	Mckenzie's Cleaning Inc!	1	ea	\$44.34	
	Chi-Ada Corporation	1	ea	\$162.00	
64	Part of Group 4 - Location ID #29B: Oveta McKeithen Recreational Complex Tigner Center - Restrooms (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Sunshine Cleaning Systems LLC	2	ea	\$23.48	
	CLEAN SPACE INC	2	ea	\$28.71	
	Amer-Plus Janitorial & Maintenance LLC	2	ea	\$36.28	
	Mckenzie's Cleaning Inc!	2	ea	\$44.34	
	Chi-Ada Corporation	2	ea	\$162.00	
65	Part of Group 4 - Location ID #37: Teen Center (includes: number of cleanings per/day, cost per cleaning per facility per/day, total cost per/day)				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Mckenzie's Cleaning Inc!	1	ea	\$22.17	
	Sunshine Cleaning Systems LLC	1	ea	\$34.75	
	CLEAN SPACE INC	1	ea	\$36.70	
	Amer-Plus Janitorial & Maintenance LLC	1	ea	\$49.38	
	Chi-Ada Corporation	1	ea	\$162.00	
66	Part of Group 4 - Initial Cleaning to bring all facilities up to the required contract standards.				
	Supplier	QTY	UOM	Unit Price	Extended Supplier Notes
	CLEAN SPACE INC	1	Lump Sum	\$700.00	\$700.00
	Chi-Ada Corporation	1	Lump Sum	\$1,027.50	\$1,027.50
	Mckenzie's Cleaning Inc!	1	Lump Sum	\$1,250.00	\$1,250.00
	Amer-Plus Janitorial & Maintenance LLC	1	Lump Sum	\$1,477.16	\$1,477.16
	Sunshine Cleaning Systems LLC	1	Lump Sum	\$2,812.73	\$2,812.73

67	Part of Group 4 - Hourly Rate for Special Events
-----------	---

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
Sunshine Cleaning Systems LLC	1	hr	\$23.45		
CLEAN SPACE INC	1	hr	\$25.00		
Amer-Plus Janitorial & Maintenance LLC	1	hr	\$25.00		
Chi-Ada Corporation	1	hr	\$26.00		
Mckenzie's Cleaning Inc!	1	hr	\$30.00		

68	Part of Group 4- Hourly Rate for Athletic Events
-----------	---

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
CLEAN SPACE INC	1	hr	\$25.00		
Amer-Plus Janitorial & Maintenance LLC	1	hr	\$25.00		
Sunshine Cleaning Systems LLC	1	hr	\$25.43		
Chi-Ada Corporation	1	hr	\$26.00		
Mckenzie's Cleaning Inc!	1	hr	\$30.00		

69	Part of Group 4 - Hourly Rate for On-Demand or Emergency Services
-----------	--

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
Chi-Ada Corporation	1	hr	\$26.00		
CLEAN SPACE INC	1	hr	\$30.00		
Sunshine Cleaning Systems LLC	1	hr	\$34.65		
Mckenzie's Cleaning Inc!	1	hr	\$40.00		
Amer-Plus Janitorial & Maintenance LLC	1	hr	\$45.00		

70	Cleaning the outside of the restrooms for public sanitation and cleaning. This shall be a 15' radius to include walls, doors and sidewalks. This shall be done once a day, 7 days a week. The City shall require this for all public restrooms located at City Parks with the option to add more locations if needed.
-----------	--

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
CLEAN SPACE INC	1	ea	\$20.00	\$20.00	
Sunshine Cleaning Systems LLC	1	ea	\$34.65	\$34.65	
Amer-Plus Janitorial & Maintenance LLC	1	ea	\$100.00	\$100.00	
					Price/cost is per day. Not per Restroom
Mckenzie's Cleaning Inc!	1	ea	\$210.00	\$210.00	
Chi-Ada Corporation	1	ea	\$58,968.00	\$58,968.00	

Event Number	23-08-BA Addendum 3	Organization	City of Deerfield Beach
Event Title	Citywide Janitorial Services	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach Florida is actively	Event Owner	Bogdan Avasiloae
Event Type	RFP	Email	bavasiloe@deerfield-beach.com
Issue Date	1/30/2023 11:46:01 PM (ET)	Phone	(954) 4804486
Close Date	3/3/2023 11:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Chi-Ada Corporation	Tamarac	FL	3/3/2023 09:36:45 AM (ET)	70	\$420,856.59
CLEAN SPACE INC	Coral Springs	FL	3/3/2023 08:01:26 AM (ET)	70	\$686,704.00
Mckenzie's Cleaning Inc!	MIRAMAR	FL	3/2/2023 04:58:44 PM (ET)	70	\$698,091.97
Amer-Plus Janitorial & Maintenance LLC	Miami	FL	3/3/2023 09:08:28 AM (ET)	70	\$864,127.87
Sunshine Cleaning Systems Inc.	Ft. Lauderdale	FL	3/1/2023 03:34:49 PM (ET)	70	\$1,309,599.39

SECTION VI – SCOPE OF SERVICES

1. General

- a. The Contractor shall be responsible for providing Citywide Janitorial Services, herein referred to as the Services, at various City owned facilities throughout the City of Deerfield Beach. Services shall be inclusive of all labor, supervision, equipment, supplies, and consumables required to successfully maintain a high standard of cleanliness. The achievement of the desired standards as outlined herein will result in an almost complete absence of visible soil. In order to maintain the facilities in this condition, Contractor will immediately remove any visible soil which is found while performing the Services.
- b. All cleaning methods used shall be those that are universally accepted in the commercial cleaning maintenance profession or as otherwise specified herein, and in a manner that is environmentally friendly and considers sustainable methods and products.
- c. Service at specified facilities shall include cleaning of all offices, conference rooms, and common areas, including lobbies, hallways, waiting areas, janitorial closets, elevators (passenger and freight, if applicable), stairwells and landings, locker room and showers, restrooms and restroom lobby areas.
- d. The City shall provide the Contractor's authorized personnel access to City facilities for proper ingress and egress. Appropriate keys, codes, and /or access cards shall be provided by the City. Loss of keys or access cards shall be deemed a negligent act by the Contractor and shall be grounds for finding the Contractor in default of the Contract.
- e. Contractor shall perform Services at the minimum frequencies specified herein, except for City observed holidays. When a City observed holiday falls on a regularly scheduled service day, and when most City facilities are not accessible to the Contractor, the Contractor shall perform regularly scheduled Services on the next business day following the holiday closure. This provision does not apply to those locations which remain open during holidays. These locations shall be serviced on holidays: Central City Campus Buildings, Middle School Aquatic Center, all restrooms in City parks especially the beach area and the International Fishing Pier. Exceptions will require prior approval from the Facilities Manager or his designee.
- f. This contract shall be managed by the City of Deerfield Beach Facilities Manager; however, facilities located within City parks shall be overseen by the Director of Parks and Recreation or other personnel designated by the contract administrator.

2. Contractor Responsibilities

- a. Contractor shall provide all supervision, labor, equipment, supplies, consumables, and incidentals required to perform the work. Contractor shall plan the work schedule and assure effective performance of all services as required herein. The existing dispensers throughout the City were provided by Supply works (formally known as AmSan). If the Contractor intends to keep the existing dispensers, then they are to ensure that the consumables are compatible with the existing dispensers (This includes proprietary and/or universal supplies). The Contractor has the option to replace any dispenser of equal or greater quality at no cost to the City. The Contractor shall be responsible for all structural repairs if they do so.

b. Personnel Roster

- i. Contractor shall provide the Contract Administrator with a roster of all personnel assigned to the Contract within fifteen (15) days prior to contract commencement. The roster shall be accompanied by the City's Attachment D - Background Check Affidavit to ensure background checks have been conducted on all required personnel.
- ii. The roster shall list all personnel including but not limited to: managers, supervisors, and janitorial staff who will provide services under the resulting contract, work in or on City property, or have access to City property. Access to City facilities shall be denied to Contractor's personnel not listed on the Employee Roster and pre-approved by the City.
- iii. The Roster shall include the following information:
 - Personnel's Full Name and Title
 - Personnel's Job Assignments
 - Duties
 - Shifts (Hours and Days)
 - Location(s) / ID #'s
 - Supervisor(s) (In addition to the above)
 - Assigned Personnel
 - Two (2) contact phone numbers (Cell Phone and Office)
- iv. If any changes to the roster are to occur, then the Contractor shall provide an updated roster showing the new information or personnel, including background checks, via e-mail to the Contract Administrator or their designee prior to effecting the change. Failure to notify the Contract Administrator of personnel changes, conduct a background on personnel assigned to the contract, or the misuse of assigned access badges and keys shall be grounds for finding the Contractor in default of the Contract.
- v. The City reserves the right to deny access to City facilities and require Contractor to remove personnel from providing Services for this Contract, in its sole and absolute discretion, for reasons including but not limited to: non-performance, unprofessionalism, and non-conformity to uniform standards. The City shall not be arbitrary or capricious in its actions.

c. Contractor's Personnel

- i. Personnel are to present a professional appearance while working in all City facilities/buildings. They shall be neat, clean, well groomed, courteous, sober and conduct themselves in a respectable manner while performing their duties and while on City property.
- ii. Personnel shall wear an appropriate uniform and display a name tag that includes the name of the employee, the Contractor's company name, and City assigned photo ID while working to assure proper ingress and egress to City facilities. This provision will be strictly enforced.

- iii. Personnel shall be qualified and properly trained to perform duties required in accordance with the Contract and shall have a valid form of governmental identification.
 - iv. Personnel shall not disturb property in or on desks, drawers, tables, cabinets, files, etc. Personnel shall refrain from using any telephones, copy machines, facsimile machines, or any other equipment owned by the City that is not authorized by the Contract Administrator or his designee.
 - v. Personnel shall at no time use, carry, or possess alcoholic beverages, illegal drugs, or weapons while on City property or while conducting business as required by this Contract.
 - vi. Personnel are not to be accompanied in their work areas on City property by any acquaintances, family members or any other person unless said individual is an employee of the Contractor. The City of Deerfield Beach prohibits volunteers or minors from working in City owned buildings under this Contract.
- d. Supervisory Personnel
- i. The Contractor shall provide an adequate number of Supervisors to oversee the cleaning operations. The Contractor shall employ at all times the quantity and quality of supervisory personnel necessary for the effective and efficient management of the cleaning operation.
 - ii. Supervision must be by an on-site supervisor. The Contractor's supervisor(s) shall make sufficient routine inspections of City facilities to ensure that the work is performed as specified and resolve all problems related to daily service. Supervisor(s) shall be responsible for the daily performance of all work and shall be authorized to represent and act on the behalf of the Contractor related to performance issues.
 - iii. Each of the Contractor's supervisors shall be able to effectively communicate in English.
 - iv. Supervisor(s) shall have an operable cell phone at all times and shall be readily available during normal business hours.. Supervisors shall respond to calls within thirty (30) minutes during non-business hours.
- e. Cleaning Requirements
- i. Initial Cleaning Requirements
 - The Contractor shall be responsible for bringing all facilities up to the required contract standards during the first month of the Contract. This initial cleaning will be in addition to routine cleaning tasks.
 - The Contractor and the Contract Administrator, or their designee, will meet prior to contract commencement to conduct a facilities walk-through, discuss scheduling and personnel rosters, and review the City's expectations. Failure to successfully complete the Initial Cleaning with

the first thirty (30) days of the Contract shall be grounds for termination for cause.

ii. Scheduled Cleaning

- Cleaning duties and responsibilities are specified at the following frequencies: daily, weekly, bi-weekly, monthly and quarterly.
- By the first business day of each calendar month, the Contractor shall forward via email to the Contract Administrator or their designee a list of cleaning services, Monthly Cleaning Schedule, to be performed for that respective calendar month. The start and completion date for each cleaning task shall be denoted as well as the personnel roster assigned to the Monthly Cleaning Schedule□
- The frequency of cleaning listed herein shall be considered a minimum standard to perform the work as specified unless modified in writing by the Contract Administrator or his designee.

iii. Special Cleaning Requirements

The following pertains to all of the beach facilities:

- All cleaning items used shall be products that meet at least one (1) of the following third party certifications for green products:
 - Green Seal GS-37, for general purpose
 - Environmental Choice CCD-110, for cleaning and degreasing compounds
 - Environmental Choice CCD-146, for hard surface cleaners
 - Environmental Choice CCD-148 for carpet or upholstery
- Disinfectants, metal polish, floor finishes, strippers or other products must meet at least one (1) of the following third party certifications for green products:
 - Green Seal GS-40, for industrial and institutional floor care
 - Environmental Choice CCD-112, for digestion additives for cleaning and odor control
 - Environmental Choice CCD-113, for drain or grease traps
 - Environmental Choice CCD-115, for odor control additives
 - Environmental Choice CCD-147 for hard floor care
- Disposable janitorial paper products and trash bags must meet at least one (1) of the following third party certifications for green products:
 - Green Seal GS-09 for paper towels and napkins
 - Green Seal GS-01 for tissue paper
 - Environmental Choice CCD-082 for toilet tissue
 - Environmental Choice CCD-086 for hand towels
 - Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers
- Hand soaps must meet one (1) of the following third party certifications for green products:
 - No antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (e.g. food service)
 - Green Seal GS-41 for industrial and institutional cleaners

- Environmental Choice CCD-104 for hand cleaners and hand soaps
 - f. **Special Events**
Contractor will be responsible for providing cleaning services for special events at various City facilities throughout the Contract period based on an hourly rate. Special Events are typically held on nights, weekends, and/or holidays. These services may include but are not limited to: cleaning restrooms, picking up litter, emptying garbage cans, restocking supplies, cleaning rental portable toilets etc. Cleaning services for special events will be on an as needed basis as requested by the City. The Contract Administrator and Contractor will work together to determine the number of personnel required for each event. The ultimate decision is that of the Contract Administrator.
 - g. **Athletic Events**
Contractor will be responsible for providing cleaning services for athletic events at various Park & Recreation facilities throughout the Contract period based on an hourly rate. Athletic Events are typically held on nights, weekends, and/or holidays. The Director of Parks & Recreation (or designee) and Contractor will work together to determine the number of personnel required for each event. The ultimate decision is that of the Director of Parks & Recreation (or designee). Billing for Athletic Events cleaning services shall be made to the attention of the Parks & Recreation Department.
 - h. **On-Demand or Emergency Services**
Contractor will be responsible for providing on-demand or emergency cleaning services on an as needed basis throughout the Contract period based on an hourly rate. Hourly rates shall only be billed for non-janitorial staff working hours. These services may include unclogging toilets, removal of accidental spills, stains and blood pathogens, or other urgent matters as deemed needed by the City. Emergency requests for services 24 hours/7 days a week must be on site within one (1) hour of request regardless of time or day, including holidays. The Facilities Manager and Contractor will work together to determine the number of personnel required. The ultimate decision is that of the Contract Administrator.
3. **Inspections**
- a. **Regular Inspections**
 - i. The Contractor or his designees will perform daily site inspections of each facility to ensure compliance of the service as per this Contract. A report of any deficiencies found by the Contractor in his service, and the corrections taken, will be sent to the Facilities Manager via e-mail within twenty-four (24) hours of inspection.
 - ii. The Facilities Manager or his designee will report via e-mail any deficiencies found by City staff or by City residents or visitors.
 - iii. In all cases, deficiencies shall be corrected within the next 8-hour working period to said notification.

- iv. A cleaning checklist(s) shall be kept daily at each location for review by City staff. The checklist shall be consistent with the Monthly Cleaning Schedule provided by the Contractor. The checklists shall be used during site inspections to ensure performance and resolve any deficiencies. This inspection sheet shall be visible to the public at all times. Checklists shall be submitted with the Contractor's monthly invoice in order to verify services rendered and receive payment.
 - v. The Contractor's personnel shall report to their designated contract supervisor all leaking faucets, stopped/plugged up toilets and urinals, drains that are clogged, broken fixtures, non-operable light(s), and any fixtures that need to be replaced, acts of vandalism or anything that needs special attention to ensure continuance of service of any facility. The Contract Supervisor shall report these items to the Contract Administrator or their designee in a timely manner. Items that present an emergency situation for destruction or loss of life, limb, or property; notification should be provided immediately.
- b. Monthly Inspections
- The Contractor and the Contract Administrator or their designee shall meet monthly (once a month) throughout the term of the contract to conduct inspections of the locations, discuss any deficiencies found and resolve those deficiencies. These meetings will be scheduled by the Contract Administrator or his designee.
- Equipment/Supplies/Consumables
- c. Contractor shall provide a list of equipment, supplies, and cleaning products to be used for cleaning City facilities. The City requires and prefers the use of environmentally safe products with certification through reputable entities such as Green Seal or the Environmental Protection Agency (EPA).
 - d. The Contractor shall provide all equipment, cleaning supplies, sanitation supplies and incidentals required to properly maintain the facilities and areas denoted in the RFP. The following is a recommended list of items necessary to satisfactorily complete the work:
 - i. Floor Machines – Electrical – Buffing machines, waxing machines, vacuum cleaners (carpet and wet & dry, upright style, portable style with attachments for crevice tool and upholstery tool), carpet shampoo machines, stripping machines and scrubbing machines.
 - ii. Safety Equipment – Ladders, step ladders (Minimum 3 ft height), scaffolding, safety harnesses, first aid kits and safety goggles.
 - iii. Working Tools and Equipment – Mops and buckets, brooms and dust pans, high pressure washer machine, dusters, and toilet cleaning tools, plungers, putty knives, sponges, rags, window squeegees, floor pads, rubber gloves, spray bottles.

- iv. Motor Vehicles – Vans or trucks with company identification on them.
- v. Communication Equipment – Office dispatch radio system, service trucks with dispatch radio equipment (mobile radios) and portable radios, cell phones for every supervisor.
- e. The Contractor shall also provide all consumables associated with administering this contract; to include but not limited to the following: toilet tissue, hand paper towels, hand soap, hand sanitizer, urinal blocks, urinal mats, air freshener, trashcan liners, cleaning products including but not limited to, all-purpose cleaners, disinfectants, bleach, floor care cleaners, protective coatings, etc.
- f. In case of a clogged toilet the Porter shall use plunger to unclog it; if not possible, the porter is responsible to close that toilet, put up “Out of Order” sign (door barricade sign), perform proper cleaning (request for special cleaning if needed), and inform Supervisor. Supervisor is then responsible to inform Contract Administrator or designee immediately. Delay in informing CITY may result in deduction of unclogging cost from corresponding invoice.
- g. Contractor’s vacuum cleaners shall be equipped with a beater bar or double row of brushes with high suction capacity. The bar or brush setting should be approximately 1/8” below the vacuum cleaner casing. It is recommended that vacuum cleaners be equipped with special High-efficiency particulate air (HEPA) type bags that lose no more than 1/10 of one percent of collected dust to the atmosphere.
- h. Contractor’s equipment used in the cleaning operation of any building must be in good working order and safe operating condition as required by the Occupational Safety and Health Administration (OSHA). Equipment with broken or exposed wires will not be used. Upon completion of the workday, all equipment will be properly stored in designated storage areas or removed from City property. Contractor’s equipment shall not be left out in the open.
- i. The Contractor needs to recognize the difference between recycling materials and trash. Recycling materials will be located in blue refuse type containers. The Contractor shall empty any blue recycling containers into the designated recycling containers at each facility.
- j. The City shall provide limited space for the Contractor to store supplies. These storage areas are designated in each building/facility by the Contract Administrator or their designee. No other storage will be provided to the Contractor, and supplies and equipment shall be kept in these designated areas only. The Contractor shall ensure that the storage areas are fully stocked with spare consumables and cleaning supplies. Contractor shall keep minimum of 3-months’ worth of stock of all supplies in the designated storage located in the warehouse at environmental services complex.

k. Building Security

All facilities subject to this RFP are involved with daily City business and activity. As such, they must maintain a high level of security. All facilities have designated staff available to provide entry or exit. Some city buildings have access cards that will allow the Contractor's employees to move about within said building(s). Internal offices in all city facilities/buildings are either open or keys will be provided that must be returned at the end of each workday. The Contractor is responsible for the safekeeping of access cards and keys. Lost access cards or keys shall be replaced at a charge of \$25.00 each.

l. Contractor shall provide the City with attendance sign-in and sign-out sheets for each facility. Attendance and hours worked shall be recorded daily and in accordance with the Monthly Cleaning Schedule. A legible copy of this sign-in and sign-out sheet (report) shall be submitted with the Contractor's monthly invoice in order verify services rendered and receive payment.

m. Contractor shall ensure all facilities are properly secured before leaving said facility, to include ensuring doors are locked, and alarms are enabled.

4. Safety

a. Personnel shall use protective clothing or gloves when handling chemicals, bio-hazardous materials, and other substances that may be hazardous to one's health.

b. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes Section 770.56) and with the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 and its amendments.

c. The Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:

- All employees on the work site and all other persons who may be affected thereby.
- The work and all materials and equipment incorporated therein.
- The Contractor shall provide a copy of all MSDS sheets for any chemicals used.

d. The Contractor shall be responsible for instructing employees in safety measures considered appropriate. In addition, the Contractor shall not permit the placing or use of mops, brooms or other equipment in traffic lanes or other locations in such a manner as to create safety hazards. If the nature of the work requires it, the Contractor will place appropriate warning signs for slippery floor areas caused by cleaning or floor finishing operations. Contractor's employees shall be required

to interrupt their work at any time to allow the passage of City personnel. During cleaning time, in addition to a floor cone, Janitor shall block the door using door Barricade flags.

5. Cleaning Schedule and Frequencies

- a. Working Hours**
The Contractor is to perform work according to the schedule in 1709 Exhibit A - City Facilities with Schedule. Extra work scheduled may be requested after hours, weekends or holidays. Exceptions may only be authorized by the Contract Administrator or his designee.
- b.** The City does not require minimum man-hours; however, it is expected that the Contractor will provide sufficient manpower to satisfactorily perform the required Services.
- c.** Cleaning frequencies may be increased or decreased during the term of the contract based on demand at each facility, whereby prices may increase or decrease but shall be adjusted in accordance with the pricing methodology applied by the Contractor in determining original pricing.
- d.** Offices, Corridors, Lounges, Foyers, Lobbies, Stairwells, Conference Rooms:

i. Daily

- Clean and empty wastebaskets, replace bag liner if ripped, soiled or wet
- Dispose of refuse in an outside dumpster
- Empty all recycling bins/containers into designated recycling containers and/or outside recycling dumpsters.
- Empty and clean all ashtrays and cigarette receptacles at building entrances
- Clean all table and counter surfaces not having paper or materials stored on them
- Clean any area or item that obviously needs immediate attention due to incidental spills, leaks or debris
- Sweep all hard flooring (including elevators, under desks, and under mats). Spot clean / machine scrub any dirt or stains as needed.
- Refill hand towel dispensers, hand sanitizer, soap dispensers, and aerosol sprays (as supplied by the Contractor)
- Clean, sanitize, and polish drinking fountains
- Clean and disinfect all sinks and dispensers
- Sweep and clean all landings and stairwells
- Spot clean any obvious stains or spills in carpeted areas with appropriate/approved cleaners
- Microwave ovens must be cleaned inside and outside
- Wipe down all walls that obviously need immediate attention especially in hallways, restrooms and lounges

ii. **Weekly**

- Polish furniture
- Clean and polish all tables and counter surfaces that are free of material
- Wipe down all interior window glass, frames and sills
(including the removal of spider webs)
- Wipe down all shelving with damp cloth
- Vacuum all fabric-covered furniture and partitions
- Spot clean carpets
- Dust and clean baseboards
- Wipe clean all electrical outlets and switches
- Clean all glass doors
- Damp mop all hard flooring with a clean mop (weekly) and clean water with commercial grade floor detergent/solution containing a disinfectant (including elevators, under desks, and under mats). Spot clean / machine scrub any dirt or stains as needed.
- Clean and sanitize the inside and outside of major all appliances.
- Polish all chrome and stainless steel including but not limited to door handles, water fountain, dispensers, elevator wall panels, cabinet doors, etc.
- Vacuum all carpeting with approved vacuum cleaner
- Clean all doors, including entry doors, metal kick plates, door handles or push plates.

Safety Note: Due to harmful nature of chemicals on stainless steel, all stainless steel surfaces shall be cleaned and polished using pre- moisturized wipes (Not aerosol Spray) followed by dry cloth.

Monthly

- Clean all blinds, wall plates, door hardware and stairwell railings
- Wash all pedestals and/or table and chair legs
- Wipe down elevator walls

Semi-Annually

- Dust and clean all air conditioning registers and air return vents
- Clean all vinyl furniture with vinyl cleaner
- Wipe down all walls and clean any spider webs from corners or ceilings
- Clean interior window glass
- Acid washing all ceramic tile floors and grout lines, Scrub, rinse and seal all tile surfaces with a non-toxic tile cleaner and sealer.
- Clean baseboards especially when striping/waxing the floors so build-up does not get on the doors, baseboards and in corners
- Deep clean carpet
- Strip and wax all vinyl flooring.
- Acid Wash all ceramic tile floors and grout lines, scrub, rinse and seal all tile surfaces with non-toxic tile cleaner and sealer.
- Clean baseboards, especially when stripping/waxing the floors so build-up does not get on doors, baseboards or in corners.

Restrooms

Daily

- Clean all mirrors
- Replenish soap, toilet tissue, hand towels, urinal screens, hand sanitizer, toilet seat liners, aerosol dispenser batteries, and aerosol sprays as needed.
- Sweep and damp mop all hard flooring with a clean mop and clean water with commercial grade floor detergent/solution containing a disinfectant. Spot clean / machine scrub any dirt or stains as needed.
- Clean and sanitize urinals and commodes (inside and out)
- Wipe down all partitions
- Clean and disinfect basins and countertops
- Empty and clean all waste receptacles, replace liners daily
- Clean shower floors & walls with germicidal cleaner (if applicable)
- Rinse water down floor drains in restrooms to keep water in p-trap to keep sewer gases and flies from coming back up in the drains
- Clean showers, floors and tile in each locker room shower area
- Clean all doors, including entry doors, metal kick plates, door handles or push plates.

Weekly

- Clean all interior window glass, frames and sills
- Clean locker tops in both men's and women's locker rooms
- Pour pre-measured amount of specific Enzyme (provided by City) down the **floor drain – Urinals – sinks** last thing on Fridays. This will help prevent drains clogging.
- Polish all chrome and stainless steel including but not limited to door handles, water fountains, dispensers, Elevator wall panels, cabinet doors, etc.

Safety Note: *Due to harmful nature of chemicals on stainless steel, all stainless steel surfaces shall be cleaned and polished using pre-moisturized wipes (Not aerosol Spray) followed by dry cloth.*

- Clean and sanitize all shower curtains to prevent/remove mold.

Monthly

- Dust and clean all air conditioning registers and air return vents . (Janitor shall use step ladder if required.)
- Replace urinal mats. If necessary, in high traffic area, urinal mats shall be replaced on Bi-Weekly Basis

Quarterly

- Acid washing all ceramic tile floors and grout lines, Scrub, rinse and seal all tile surfaces with a non-toxic tile cleaner and sealer.

Semi-Annually

- Strip and wax all vinyl flooring (every 6 months)

6. Protection of Property

- a. The Contractor shall at all times guard against damage or loss to City property and any other persons in or around the work site, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's Project Manager or designee. Replacement or repairs shall begin within five (5) days of the incident that caused the damage.
- b. The Contractor and its subcontractor(s) shall clean, repair, or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.
- c. The City reserves the right at its sole and absolute discretion, to repair any damages created by the Contractor and deduct the actual cost of repairs from their payment.

7. Quality Assurance

All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the materials and workmanship on the job throughout the duration of the project.

8. Personnel

- a. The City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interests of the City. The City shall not have any duty to implement or enforce such requirements and such obligation shall be the sole responsibility of the Contractor to immediately address upon the City's notification to the Contractor's supervisory staff on-site or the managerial point of contact designated to the contract.
- b. The Contractor's employees performing work on City property shall be in uniforms with the company's name, clean, courteous, sober and competent. The Contractor agrees to be responsible for such personnel. All Contractor's personnel dealing with the public under this contract, shall be identified by name through the use of a nametag or embroidered name on their uniform. The Contractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.
- c. At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the English language.
- d. Contractor's personnel shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them.

9. Contractor's Vehicles

Contractor's vehicles used on City projects shall be clean and presentable, in working condition, and identified with the name of the company and proper licensing.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1828

Agenda Date: 4/25/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Landscape Service Professionals, Inc., the third ranked bidder to RFP #23-01-PC, for citywide landscape maintenance services pursuant to City Code Section 38-116(3)(E); authorizing execution of an agreement with Landscape Service Professionals, Inc. in an annual amount not to exceed \$1,101,932.00; providing for conflicts, severability and an effective date. (Funds from Account #001-7020-539-32-16 - Park Maintenance/Landscaping Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$1,101,932.00 annually

Account Name: Parks Maintenance/Landscaping Services

Account Number: 001-7020-539-32-16

Background/History

On December 6, 2022, the City Commission awarded the Citywide Landscaping & Irrigation Maintenance Services, RFP 23-01-PC, contract to Blue Marlin Investments, Inc. D/B/A/ Cayco Landscaping (Cayco). Pursuant to Resolution No. 2022/195, the City and Cayco executed a contract for Cayco to perform the services pursuant to the RFP and the contract terms and conditions. On February 22, 2023, Cayco notified the City that it was walking off the job. On February 24, 2023, the City provided written notice to Cayco that it was in default and needed to perform the required services pursuant to the terms of the contract. Cayco failed to perform the services and on March 3, 2023, the City provided written notice of termination of the contract with Cayco.

Section 38-141(b) of the City's Procurement Code provides that "in the event a contractor breaches its contract with the city, and the city terminates the contract, within one year from the date of award of the contract, the city may award the contract to the next highest ranked responsible and responsive firm. The City was prepared to award a contract to the 2nd ranked firm, A Picture Perfect Landscape, LLC. The City was subsequently notified of some inconsistency in the contractor's proposal response, which would have disqualified them from participating in the solicitation. As such, their response was deemed not responsible and responsive and the City provided written notice of termination of the contract with A Picture Perfect Landscaping, LLC.

The next highest-ranked responsible and responsive vendor is Landscape Service Professionals, with an annual proposal of \$1,101,932. However, Section 38-141(b) of the City's Procurement Code does

not state the ability to go to the third-ranked vendor in the event the City enters into a contract with the first-ranked vendor, the vendor defaults on the contract and then there is an issue with the second-ranked vendor.

The current solicitation for landscape services took approximately 5 months from issuance of bid, to start of service. The Commission may consider the rejection of all current bids and request staff to re-issue the landscape solicitation; however, that process would generate additional delays in a contractor performing the work in excess of 3 to 4 months through the summer. This service is a high priority to maintain the city's medians. The city is not adequately staffed to absorb these services in-house and would need the assistance of a contracted temporary labor provider.

Section 38-116(3)e. of the Procurement Code allows the City Commission to waive the City's competitive selection requirements when the City Commission finds that it is in the best interests of the City to do so and that the waiver will not inure to the financial disadvantage of the City.

Staff recommends that it is in the City's best interest to award the contract to the next highest ranked proposer, Landscape Service Professionals.

Recommendation

Staff recommends that in response to RFP 23-01-PC, the Commission consider it in the City's best interest to award the contract to Landscape Service Professionals for an annual amount not-to-exceed \$1,101,932.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH LANDSCAPE SERVICE PROFESSIONALS, INC., THE THIRD RANKED BIDDER TO RFP #23-01-PC, FOR CITYWIDE LANDSCAPE MAINTENANCE SERVICES PURSUANT TO CITY CODE SECTION 38-116(3)(E); AUTHORIZING EXECUTION OF AN AGREEMENT WITH LANDSCAPE SERVICE PROFESSIONALS, INC. IN AN ANNUAL AMOUNT NOT TO EXCEED \$1,101,932.00; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City issued RFP 23-01-PC (the “RFP”) for city-wide landscaping and irrigation maintenance services; and

WHEREAS, on December 6, 2022, the City Commission passed and adopted Resolution 2022/195 approving the ranking and award of the RFP to Blue Marlin Investments Inc., d/b/a Cayco Landscaping (“Cayco”) and the parties executed a contract for Cayco to perform the services; and

WHEREAS, on February 23, 2023, Cayco notified the City that it was walking off the job and, on February 24, 2023, the City provided written notice to Cayco that it was in default and needed to perform the required services, however, Cayco failed to do so; and

WHEREAS, on March 3, 2023, after Cayco’s failure to perform the City provided written notice of termination of the City’s contract to Cayco; and

WHEREAS, in accordance with Section 38-141(b) of the City’s Procurement Code, the City proceeded to execute a contract with A Picture Perfect Landscaping & Lawncare, LLC (“A Picture Perfect”), the next highest ranked responsible and responsive firm, subject to ratification by the Commission; however, due to certain representations in A Picture Perfect’s submitted documentation affecting the minimum qualifications requirements in the RFP, the City provided written notice of termination of the contract to A Picture Perfect on April 6, 2023; and

WHEREAS, the landscaping and maintenance of the City’s medians, rights-of-way and other City properties is essential, of high priority, and requires the retaining of an outside company as the City is not currently staffed to adequately perform such services; and

WHEREAS, Section 38-141(b) of the Procurement Code does not state the ability to go to the third ranked vendor in the event the City entered into a contract with the first ranked vendor, the vendor defaults on the contract and then there is an issue with the second ranked vendor; and

WHEREAS, initiating another RFP process could take approximately over five months, which would significantly impact the condition of the medians, rights-of-way and other City

properties; and

WHEREAS, pursuant to Section 38-116(3)(e) of the City Code, the City Commission may waive the City's competitive selection requirements when the City Commission finds that it is in the best interests of the City to do so and that the waiver will not inure to the financial disadvantage of the City; and

WHEREAS, Landscape Service Professionals, Inc. ("LSP") submitted a proposal in response to the RFP, which pricing is less than the second ranked firm, and would be the next highest ranked responsive and responsible firm to provide the services; and

WHEREAS, given LSP's familiarity with the services that are needed and its commitment to immediately perform the services, which would minimize the aesthetic effects and conditions of the medians, rights-of-way, and other city properties, and the length of time another RFP process would take, staff recommends a waiver of the City's competitive selection requirements to enter into a two-year contract with LSP, with an option to renew for three additional one-year periods; and

WHEREAS, the City Commission finds that it is in the best interest of the City to waive the competitive selection requirements of the City Code and that such waiver will not inure to the financial disadvantage of the City, and to authorize the City to enter into a contract with LSP, attached as Exhibit "1", (the "Contract") for a two year term, with an option to renew for three (3) additional one (1) year periods, for a total annual amount not to exceed \$1,101,932.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby finds that it is in the best interests of the City to waive the competitive selection requirements of the City Code with respect to the Services and the Contract with LSP, and that said waiver will not inure to the financial disadvantage of the City.

Section 3. The City Commission hereby waives the competitive selection requirements of the City Code regarding the Services and Contract, and approves and authorizes the City to enter into the Contract with LSP, attached as Exhibit "1", for city-wide median landscaping maintenance services for a two-year term, with three one-year renewal options, in an amount not to exceed \$1,101,932.00.

Section 4. The Mayor and City Manager are authorized to execute the Contract with LSP, attached as Exhibit "1", together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 5. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 7. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

CONTRACT

This CONTRACT is made and entered into this _____ day of _____, 2023, by and between the CITY OF DEERFIELD BEACH, a municipal corporation in the State of Florida ("CITY") and LANDSCAPE SERVICE PROFESSIONALS, INC., a Florida corporation authorized to do business in the State of Florida, ("CONTRACTOR").

W I T N E S S E T H:

WHEREAS, pursuant to RFP #23-01-PC (the "RFP") the CITY accepted competitive proposals for Citywide Landscaping and Irrigation Maintenance Services (the "Services"); and

WHEREAS, the Services are delineated in the RFP; and

WHEREAS, this Contract, the RFP and the CONTRACTOR's Response constitute the entire Contract and describe the Services to be provided; and

WHEREAS, the CITY has awarded the Contract to CONTRACTOR for the Services on _____, 2023, pursuant to Resolution No. 2023/_____ and in accordance with Section 38-116 3(e) of the City's Procurement Code.

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF SERVICES

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the RFP, together with the response to the RFP of CONTRACTOR shall constitute the entire Contract. The parties agree that the scope of services is a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable. The quality and acceptance of workmanship will be determined during site inspections by the City in accordance with the RFP provisions, including but not limited to Paragraph 9 of Section VI-Scope of Services of the RFP. Further, if re-inspections are required, the CITY shall have the discretion to deduct a flat fee of \$500.00 per site requiring re-inspection.

Upon Contractor completing the scheduled work as set forth in the RFP, Contractor or Contractor's designee shall contact City's Representatives Mike Pursell via email at: MPursell@deerfield-beach.com and text to (954)410-4403, and Timothy Strowbridge at TStrowbridge@deerfield-beach.com and text to (954) 520-3257 to coordinate inspections, and if necessary, re-inspections.

- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions of this Contract and the prices set forth in the RFP and the CONTRACTOR'S Response to the RFP. When the terms and conditions of this Contract may be read as consistent with the RFP, then and in that respect, the terms of both the RFP and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the RFP or the response to the RFP, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

- 1.4 This is a non-exclusive Contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 The initial Contract term shall be for two (2) years and shall commence on _____, 2023 and shall expire on _____, 2025. The City reserves the right to renew the Contract for three (3) additional one (1) year periods providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City as set forth in the RFP.
- 2.2 In the event services are scheduled to end because of the expiration of the Contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than one hundred eighty (180) days beyond the expiration date of the existing Contract. The Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
- 2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

- 3.1 CITY shall pay the CONTRACTOR which is based upon CONTRACTOR'S Response to the RFP and CONTRACTOR'S bid line breakdown sheet for each service delineated and attached hereto as Exhibit "A" for a total "Annual" Contract amount not to exceed \$1,101,932.00. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services and as set forth in Article 1. No amount shall be paid to CONTRACTOR to reimburse its expenses, except for those reimbursable expenses permitted in the RFP, contingent upon written authorization by the City's Representative prior to commencement of any reimbursable work (ie- Major irrigation repairs). Contractor shall invoice the City after each completed cycle for all work performed on the schedule for that cycle. Upon receipt of the invoices, the Department will review the invoices and make any adjustments, if required. Invoices will be processed pursuant to the Florida Prompt Payment Act. CONTRACTOR acknowledges that in accordance with the RFP, CONTRACTOR's pricing shall remain firm for the initial two (2) year Contract term. Prices for subsequent optional renewal terms shall be subject to an adjustment only if increases in the industry occur. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), as more specifically set forth in the RFP, Section IV- Special Terms and Conditions, Paragraph 4.

- 3.2 If the RFP provides that the CONTRACTOR shall make payment to the CITY, such payment shall be made in conformance with the requirements set forth within the RFP.
- 3.3 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, Sections 218.70-218.80, Florida Statutes.

ARTICLE 4
TERMINATION OR SUSPENSION

- 4.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 4.2 In the event of the default of any of the terms, obligations, restrictions, or conditions of the Contract, inclusive of the requirements set forth in the RFP, by the CONTRACTOR, the CITY will consider the CONTRACTOR in breach of the Contract and shall give the CONTRACTOR written notice of such breach by registered, certified mail. Upon receipt of the notification, CONTRACTOR shall have three (3) calendar days to cure the default. In the event that CONTRACTOR, fails to cure the default within the three (3) calendar day period, or the default is not remedied to the satisfaction and approval of the CIT, the CITY shall have all legal remedies available to it, including but not limited to termination of the Contract in which case the CONTRACTOR shall be liable for any and all damages permitted by law arising from the default and breach of Contract.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.
- 4.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.
- 4.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.
- 4.6 If, at any time during the term of this Contract, including any optional renewal terms, the CONTRACTOR is in violation of any of the terms and conditions of this Contract, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.
 - 4.6.1 In the event the CONTRACT is terminated, the City may assign the Contract to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the Contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5
EEO AND ADA COMPLIANCE

- 5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or sub-consultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.
- 5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6
INSURANCE

- 6.1 CONTRACTOR shall provide to the CITY evidence of insurability meeting the insurance requirements stated herein. CONTRACTOR shall not commence the work or otherwise perform the work as required by the resulting CONTRACT until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the CITY. CONTRACTOR shall assume full responsibility and expense to obtain all necessary insurance.

1. General

- a. CONTRACTOR shall furnish to the Purchasing and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein upon execution of this CONTRACT. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the CONTRACT (Solicitation Title and Number), and state that such insurance is as required by this CONTRACT. CONTRACTOR's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the CONTRACT.
- b. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. CONTRACTOR shall be responsible to pay all deductible amounts, if any. CONTRACTOR shall specifically protect CITY and the Deerfield Beach City Commission by naming CITY and the Deerfield Beach City Commission as additional insured under all required liability policies except for Workers Compensation and secure waivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.
- c. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is complete including all renewal terms. All

policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

- d. CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this CONTRACT, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONTRACTOR uses a subcontractor, CONTRACTOR shall ensure that subcontractor names CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

2. Coverages

CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this CONTRACT the following insurance as indicated with exes:

- ☒ Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate.

Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent Contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

- ☒ Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

- ☒ Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided.

ARTICLE 7
MISCELLANEOUS

7.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

7.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; specifically, to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If CONTRACTOR does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. any incomplete or incorrect entry in such books, records, and accounts shall be a basis for city's disallowance and recovery of any payment upon such entry. Contractor shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

7.3 INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and hold harmless the CITY, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the CONTRACTOR, CONTRACTOR'S subcontractor(s), or anyone directly or indirectly employed or hired by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the CITY its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The CITY reserves the right, but not the obligation, to participate in defense without relieving CONTRACTOR of any obligation hereunder. CONTRACTOR agrees this indemnity obligation shall survive the completion or termination of the Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the CITY of any immunity to which it is entitled by law, including but not limited to the CITY'S sovereign immunity as set forth in Section 768.28, Florida Statutes

- 7.4 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the CONTRACTOR or disputes between City staff and the CONTRACTOR are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

7.5 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

7.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

David Santucci
City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Sandra R. Wilson Benton
Landscape Service Professionals, Inc.
11820 NW 37th Street
Coral Springs, FL 33065

7.7 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

7.8 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.9 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

7.10 VENUE AND WAIVER OF JURY TRIAL

By entering into this contract, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Contract. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward CITY,

Florida. If any claim arising from, related to, or in connection with this Contract must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

7.11 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the CITY's Signator and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

7.12 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

7.13 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

7.14 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

7.15 SCRUTINIZED COMPANIES

- a. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this CONTRACT at its sole option if CONTRACTOR or its subcontractors are found to have submitted a false certification; or if CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the CONTRACT.
- b. If this CONTRACT is for more than one million dollars, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this CONTRACT at its sole option if CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the CONTRACT.
- c. CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this CONTRACT.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above- stated contracting prohibitions then they shall become inoperative.

7.16 VERIFICATION OF EMPLOYMENT ELIGIBILITY

CONTRACTOR acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a. all persons employed by CONTRACTOR to perform employment duties within Florida during the term of the Contract, and;
- b. all persons (including subcontractors) assigned by CONTRACTOR to perform work pursuant to the Contract.

The CONTRACTOR acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract. CONTRACTOR shall annually certify compliance with this requirement in writing to the CITY'S Contract Administrator assigned to the contract.

7.17 COMPLIANCE WITH LAWS

Contractor shall comply with federal, state and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Contract.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

CONTRACT BETWEEN CITY OF DEERFIELD BEACH, FL AND LANDSCAPE SERVICE PROFESSIONALS, INC.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

CITY OF DEERFIELD BEACH, a municipal
corporation of the State of Florida

ATTEST:

HEATHER MONTEMAYOR, CMC, CITY CLERK

By _____
DAVID SANTUCCI, CITY MANAGER

Date _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND
RELIANCE OF THE CITY OF DEERFIELD
BEACH, FLORIDA, ONLY.

ANTHONY C. SOROKA, CITY ATTORNEY

CONTRACTOR

ATTEST:

LANDSCAPE SERVICE PROFESSIONALS, INC.

(Secretary)

By _____
(Signature)

(Corporate Seal)

Print Name _____

Title: _____

Date: _____

EXHIBIT "A"
CONTRACTOR'S RESPONSE



23-01-PC Addendum 1
Landscape Service Professionals, Inc.
Supplier Response

Event Information

Number: 23-01-PC Addendum 1
Title: Citywide Landscaping and Irrigation Maintenance Services
Type: Request for Proposals
Issue Date: 10/7/2022
Deadline: 11/9/2022 11:00 AM (ET)
Notes: The City of Deerfield Beach is soliciting sealed responses from qualified and experienced vendors to provide Citywide Landscaping and Irrigation Maintenance Services in accordance with the terms, conditions, scope of services, exhibits and map of the above-mentioned formal competitive solicitation.

Contact Information

Contact: Paul Collette, Buyer
Address: Purchasing and Contract Administration Division

A
2nd
401 SW 4th Street
Deerfield Beach, FL 33441
Phone: (954) 480-4418
Fax: (954) 480-4388
Email: pcollette@deerfield-beach.com

Landscape Service Professionals, Inc. Information

Contact: Sandra Benton
Address: 11820 NW 37th Street
Coral Springs, FL 33065
Phone: (954) 721-6920
Fax: (954) 721-6923
Email: info@landscapeservicepros.com
Web Address: landscapeservicepros.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Response, together with all documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Karmen Burn

Signature

Submitted at 11/7/2022 01:56:03 PM (ET)

info@landscapeservicepros.com

Email

Requested Attachments

Qualifications and Experience

Portfolio1.pdf

Proposers shall provide their qualifications and experience of the company for Landscaping and Irrigation Maintenance Services.

History and Past Performances of Similar Projects

References-History Past Performance.pdf

Proposers shall provide their history and past performances of similar projects. Proposers shall identify three (3) projects within a minimum of three (3) years where the Proposer has provided Landscaping and Maintenance Services as requested in this solicitation. Please provide the following information for each project: 1. The name of the project, the owner, year performed, dollar amount of project and the project location. 2. A description of the project. 3. A reference, including a contact name, addresses and phone number. This reference should be the staff member who was in charge of the project.

Copies of Applicable Licenses and Certifications

certs and licenses.pdf

Submit copies of any required licenses and/or certifications that are required to perform the work, applicable to the work, or relative to supporting your firm's qualifications.

Ethics Code Disclosure

Ethics Code Disclosure.pdf

a. Include a listing of all campaign contributions to a City Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company); b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable; c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Certified Business Entity (CBE) Certification

Not CBE.pdf

Submit a copy of your firm's CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 19.

Schedule of Participation from Disadvantage Business Entity(s) DBE Affirmative Action-expires 12-6-24.pdf

Schedule of Participation from Disadvantage Business Entity(s)
Proposer shall list each of the proposed DBE(s) or CBE(s) or SBE(s) or WBE(s) or VBE(s), the type of work each firm will perform, and the projected subcontract dollar amount and/or percentage of professional fees to be awarded, if selected.

Attachment A – Vendor Performance Reference Verification Survey Form Reference Survey Form.pdf

Proposers shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your five (5) references and provide it with their Response Attachments.

Attachment C - E-Verify Compliance Verification Form E-Verify.pdf

Proposers shall complete this form and submit with their response attachments.

Exhibit II - Landscaping Locations (Location #017 thru #204) Exhibit 2.pdf

Proposers shall complete and submit the Exhibit II - Landscaping Locations (Location #017 thru #204) with their Response Attachments.

Exhibit III - Turf Herbicide Applications (Location #017 thru #201) Exhibit 3.pdf

Proposers shall complete and submit the Exhibit III - Turf Herbicide Applications (Location #017 thru #201) with their Response Attachments.

Local Business Tax Receipt business tax .pdf

Submit a copy of your firm's local business tax receipt for the principal place of business.

Corporate Annual Report Annual Report- Sun Biz.pdf

Provide a copy of your most recent corporate annual report submitted to the Florida Division of Corporations (Sunbiz).

W-9 Form W9-2022.pdf

Submit a copy of your firms W-9 Form.

PDF Combined Response Package City of Deerfield Beach .pdf

Provide one PDF document with all your proposal package responses.

Bid Attributes

1	Addendum 1 Addendum 1 issued to make changes to the RFP documents (under Attachments Tab: Request for Proposals Package, Section IV - Special Terms and Conditions Item 1. - Words Struck Through are deleted and Words & <u>Bold</u> Underlined are added; Section VI - Scope of Services Item 5(a), 5(b) and 5(c) - Words/Letters/Numbers <u>Bold & Underlined</u> are added; added Exhibit VI - Landscape - Herbicide Previous Bid Tab, added Exhibit VII - Irrigation Maintenance Previous Bid Tab). ☒ I Affirm (I Affirm)
---	---

2 Drug-Free Workplace Programs

Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1). (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Yes

3 Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement.

☒ I Affirm (Vendor Indemnifies City)

4 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation; 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response; 3. Such response is genuine and is not a collusive or sham response; 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmitant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work; 5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirmitant.

☒ I Affirm (Non-Collusion Affirmed)

5 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

☒ I affirm (Affirmed)

6 Certified Business Entity Affirmation

1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Offeror must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III – General Terms and Conditions, Article 20 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am a DBE with no derogatory history

7 Ethics Code Disclosure

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company); b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable; c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Not Applicable

8 Verification of Employment Status

The successful Offeror affirms to comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the successful proposer, the successful proposer *may not be awarded a public contract for a period of 1 year after the date of termination.*

☒ I Affirm (Complies with E-Verify Requirement)

9	Background Check Affidavit Offeror affirms to conduct background checks in accordance to the City's Background Check Affidavit (Attachment C) if awarded the contract. ☒ I Affirm (I Affirm)
10	Completing the Statements of Qualification All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.
11	Individuals with legal authority to contract In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business. IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE. Sandra & Tom Benton; Karmen & Steve Burn
12	Compliance with Florida Factitious Name Statute If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.
13	Former Business Names Under what other former names has your organization or principals holding at least 30% interest operated? N/A
14	Years of Experience How many years has your company been in business providing the products and services that are subject to this solicitation? 23
15	Attachment A – Vendor Performance Reference Verification Survey Form Offerors shall complete the Vendor Performance Reference Verification Survey Form shall be completed by your five references and provide it with your Response Attachments. ☒ I have completed and attached my references (Provided)
16	Licenses and Certifications I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals. ☒ Yes (Yes)
17	Use of Subcontractors Will you be using any subcontractors? No
18	Default and Non-Performance History Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details. No

19	Criminal Litigation History	Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details? None
20	Conflicts of Interest	Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business. None
21	Litigation, Arbitration, and Claims or Liens against Bonds	As a prerequisite for qualification, the following shall apply: 1) Contractor shall not be involved in current/pending or past litigation/arbitration over the last five (5) years, which, in the opinion of the City, is likely to have a material negative impact on their ability to execute this project. 2) Contractor shall not, in the opinion of the City, display an undesirable pattern of litigation with owners over construction matters. 3) Contractor shall not have had a claim against its bonding company in the last five (5) years wherein the bonding company was required to take over and complete the project or pay outstanding liens on the project. None

Bid Lines

1	Landscaping Maintenance Services as listed under the Attachments Tab, Exhibit II - Landscaping Locations (Location #017 thru #204) in the proposal documents.		Quantity: <u> 1 </u> UOM: <u>Annually</u> Price: \$921,667.00 Total: \$921,667.00
	Item Notes: Proposers shall provide a total annual cost for Landscaping Maintenance Services as listed under the Attachments Tab, Exhibit II - Landscaping Locations in the proposal documents.		
2	Landscaping Maintenance Services for Additional Properties (Marty Propelsky Parcel - approx. 50 Acres) as per proposal documents.		Quantity: <u> 12 </u> UOM: <u>Monthly</u> Price: \$2,500.00 Total: \$30,000.00
3	Turf Herbicide Applications for Additional Properties (Marty Propelsky Parcel - approx. 6,071 linear feet) as per proposal documents.		Quantity: <u> 6 </u> UOM: <u>Monthly</u> Price: \$2,500.00 Total: \$15,000.00
4	Debris Removal for Additional Properties (Marty Propelsky Parcel - per cubic yard) as per proposal documents.		Quantity: <u> 1 </u> UOM: <u>yd3</u> Price: \$45.00 Total: \$45.00
5	Turf Herbicide Applications as listed under the Attachments Tab, Exhibit III - Areas for Turf Herbicide Applications in the proposal documents.		Quantity: <u> 12 </u> UOM: <u>Monthly</u> Price: \$3,835.00 Total: \$46,020.00
	Item Notes: Proposers shall provide a total monthly cost for Turf Herbicide Applications for all locations as listed under the Attachments Tab, Exhibit III - Areas for Turf Herbicide Applications in the proposal documents.		

6	Irrigation Maintenance Services for various zones as listed under Attachments, Exhibit IV - Irrigation Locations and Zones (Location ID #017 thru #204) in the proposal documents.		
	Quantity: <u>1</u> UOM: <u>Annually</u>	Price: \$89,200.00	Total: \$89,200.00
Item Notes: Proposers shall provide a total annual cost for Irrigation Maintenance Services for various locations and zones as listed under the Attachments Tab, Exhibit IV - Irrigation Locations and Zones (Location ID#017 thru #204) in the proposal documents.			

7	Actual cost-plus percentage mark-up for various parts, material and equipment for irrigation systems.		
	UOM: <u>EA</u>		Total: 30%

Response Total: \$1,101,932.00



Memorandum

TO: Teresa Rynard, Director of Parks & Recreation

FROM: Paul Collette, Senior Buyer

THRU: Bogdan Avasiloe, Purchasing Manager

DATE: April 7, 2023

RE: **Citywide Landscaping and Irrigation Maintenance Services,
RFP #23-01-PC**

The Purchasing and Contract Administration Division issued a Request for Proposals for the Citywide Landscaping and Irrigation Maintenance Services, RFP #23-01-PC. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On October 7, 2022 the RFP was advertised in the legal notices section of the Sun-Sentinel. The notice was sent to one hundred and thirty-five (135) prospective Offerors via the e-Procurement Marketplace.
- Thirteen (13) vendors viewed the documents of the RFP.
- One (1) Addendum was issued to make additions, deletions and changes to the RFP documents.
- On November 7, 2022, the RFP closing date was extended to November 9, 2022 to allow additional time for proposer to submit a response.
- On November 9, 2022 at 11:00 a.m. EST, the Purchasing and Contract Administration Division closed and unsealed five (5) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the response met the RFP requirements.
- One Offeror, Napoles Irrigation submitted a No Bid. Reason: Do not have the necessary personnel to perform the requested services at this time.
- Subsequently, each member of the Evaluation Committee assigned by the City Manager received their evaluation packages that consisted of: evaluation committee policies and procedures and the evaluation sheets.

- Each Evaluation Committee Member independently reviewed and scored the five (5) responsive proposals in accordance with the weighted criteria stated in the RFP prior to the initial public Evaluation Committee meeting held on November 15, 2022 at 12:00 p.m. EST.
- On November 15, 2022 at 12:00 p.m. EST, the Evaluation Committee Meeting was held to discuss the five (5) proposals and rank the proposers.
- The Evaluation Committee consisted of: Teresa Rynard, Director of Parks & Recreation; Mike Pursell, Parks Superintendent, Tim Strowbridge, Landscape Supervisor.
- The proposal was evaluated based on the following weighted criteria:

<u>Criteria</u>	<u>Weight</u>
Qualifications and Experience	3
History and Past Performances of Similar Services	3
Price	2
References	1

- The proposals were scored and ranked (After Evaluation Committee Members Independent Review) as follows:

Ranking:	Teresa Rynard	Mike Pursell	Tim Strowbridge	Total	Ranking
Blue Marlin Investments Inc. dba Cayco Landscaping	90.30 / ¹	72.45 / ¹	51.45 / ²	4	1
A Picture - Perfect Landscaping & Lawncare LLC	76.65 / ²	59.85 / ⁴	53.55 / ¹	7	2
Landscape Service Professionals, Inc.	74 / ³	70 / ²	50 / ³	8	3
Juniper Landscaping of Florida LLC	69 / ⁴	56 / ⁵	48 / ⁴	13	4
Innovative Grounds Management of Florida, LLC	68 / ⁵	61 / ³	34 / ⁵	13	4

- Blue Marlin Investments Inc. dba Cayco Landscaping met the City's Disadvantaged Business Enterprise Program as detailed in Section 38-130 of the City of Deerfield Beach Code of Ordinances which allows their scores to be adjusted upward by five percent. Also, A Picture-Perfect Landscaping & Lawncare LLC met the City's Local Business Preference as detailed in Section 38-129 of the City of Deerfield Beach Code

of Ordinances which allows their scores to be adjusted upward by five percent. The above scores include the 5% increase for both Proposers.

- After the scores and ranking, Juniper Landscaping of Florida LLC and Innovative Grounds Management of Florida LLC both tied for 4th with 13 points.
- After Evaluation Committee Discussion, Teresa Rynard made a motion to request from all five (5) Proposers confirmation on their fixed pricing and reconvene the meeting to Friday, November 18, 2022 at 8:30 a.m. This motion was 2nd by Mike Pursell. The evaluation committee was unanimous in their decision.
- On November 18, 2022 at 8:30 a.m. the Evaluation Committee reconvened to discuss all five (5) proposers' confirmation on their fixed pricing and score and rank the proposers. All five (5) proposers confirmed their fixed pricing.
- The proposals were evaluated based on the same weighted criteria as the initial Evaluation Committee meeting.
- The results of the final ranking (After Proposers Confirmation on their Fixed Pricing) are as follows:

Ranking:	Teresa Rynard	Mike Pursell	Tim Strowbridge	Total	Ranking
Blue Marlin Investments Inc. dba Cayco Landscaping	87.15 / ¹	72.45 / ¹	51.45 / ²	4	1
A Picture - Perfect Landscaping & Lawncare LLC	79.80 / ²	59.85 / ³	56.70 / ¹	6	2
Landscape Service Professionals, Inc.	67 / ⁵	70 / ²	50 / ³	10	3
Juniper Landscaping of Florida LLC	69 / ³	56 / ⁴	48 / ⁴	11	4
Innovative Grounds Management of Florida, LLC	68 / ⁴	52 / ⁵	37 / ⁵	14	5

- Blue Marlin Investments Inc. dba Cayco Landscaping met the City's Disadvantaged Business Enterprise Program as detailed in Section 38-130 of the City of Deerfield Beach Code of Ordinances which allows their scores to be adjusted upward by five (5%) percent. Also, A Picture-Perfect Landscaping & Lawncare LLC met the City's Local Business Preference as detailed in Section 38-129 of the City of Deerfield Beach Code of Ordinances which allows their scores to be adjusted upward by five (5%) percent. The above scores include the five (5%) increase for both Proposers.
- After the ranking and Evaluation Committee Discussions, Teresa Rynard made a motion to recommend to the City Commission, to approve the ranking and award a contract to the first ranked Proposer Blue Marlin Investments, Inc. dba Cayco Landscaping with option to select the second ranked proposer if the first ranked proposer does not perform. This motion was seconded by Tim Strowbridge. The Evaluation Committee was unanimous in their decision.

- Mike Pursell made a motion to adjourn the meeting. This motion was seconded by Tim Strowbridge.
- Reference checks were conducted on Blue Marlin Investments, Inc. dba Cayco Landscaping and revealed positive ratings.
- Documentation related to this solicitation may be obtained by e-mailing sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.
- In summary, the Evaluation Committee is recommending to the City Commission, to approve the ranking and award a contract to the first ranked Proposer Blue Marlin Investments, Inc. dba Cayco Landscaping with option to select the second ranked proposer if the first ranked proposer does not perform.
- On December 6, 2022, the City Commission awarded the Citywide Landscaping & Irrigation Maintenance Services, RFP 23-01-PC, contract to Blue Marlin Investments, Inc. D/B/A Cayco Landscaping (Cayco). Pursuant to Resolution No. 2022/195, the City and Cayco executed a contract for Cayco to perform the services pursuant to the RFP and the contract terms and conditions.
- On February 22, 2023, Cayco notified the City that it was walking off the job.
- On February 24, 2023, the City provided written notice to Cayco that it was in default and needed to perform the required services pursuant to the terms of the contract. Cayco failed to perform the services.
- On March 3, 2023, the City provided written notice of termination of the contract with Cayco.
- Section 38-141(b) of the City's Procurement Code provides that "in the event a contractor breaches its contract with the city, and the city terminates the contract, within one year from the date of award of the contract, the city may award the contract to the next highest ranked responsible and responsive firm. The contract was then awarded to the 2nd ranked A Picture Perfect Landscape, LLC. The City was subsequently notified of some inconsistency in the contractor's paperwork, which would have disqualified them from participating in the solicitation. As such, their response was deemed not responsible and responsive and the City provided written notice of termination of the contract with A Picture Perfect Landscaping, LLC.
- The current solicitation for the Citywide Landscaping and Irrigation Maintenance Services took approximately (5) months from issuance of RFP, to start of service. The City Commission may consider rejection of all current proposals and request City Staff to re- issue the Citywide Landscaping and Irrigation Maintenance Services RFP. That would generate additional time delays and may generate other concerns and is not being recommended by City Staff. This service is deemed to be a high priority by the City Commission. However, we are not staffed up to adequately for providing the required services, and needing the assistance of a contracted provider.
- City Staff recommends that it is in the City's best interest to award the agreement to the next highest ranked proposer, Landscape Service Professionals, Inc. with a proposal in the annual amount of \$1,101,932.00 as per Procurement Code *Section 38-116 3(b) Best Interest Acquisitions*: The City may acquire or contract for non-real property, goods, or services without utilizing a Sealed Competitive Method or the Written Quotations Method where the City Commission declares by a majority affirmative vote that the Sealed Competitive Method or the Written Quotations

Method is not in the best interest of the City, and that such acquisition without utilizing a Sealed Competitive Method or the Written Quotations Method will not inure to the financial disadvantage of the City. The City Commission shall make specific factual findings that support its determination, and such contracts shall be placed on the regular City Commission agenda.

- Reference checks were conducted on Landscape Service Professionals, Inc. and revealed positive ratings.
- City Staff recommends that in response to RFP 23-01-PC, the City Commission consider it in the City's best interest, to award the contract to Landscape Service Professionals, Inc. for the annual amount of \$1,101,932.00.

Please use this memorandum and all attachments as your backup to the City Manager for the next available City Commission Meeting.

Att. Tabulation Sheet by Line Item, Tabulation Summary, Scope of Services